

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

Consideration of Proposed Road Right-of-Way alignment for McAlister Road (WA-62) and Consideration of Paving McAlister Road (WA-62). Before rights-of-way were obtained, McAlister Road was a ditch-to-ditch gravel road approximately 6,500 feet in length to the end of county maintenance. The public road terminates at the intersection of an old road 134, but continues approximately 1,500 feet as a private road to several homes and developed lots on Lake Keowee. The road is shown on Tax Map no. 162-00-03-004. (Exhibit 1)

BACKGROUND OR HISTORY:

McAlister Road crosses a 520 acre tract owned by Crescent Resources, who has given the county a right-of-way. (Exhibit 2) All other property owners adjoining the road have given deeds of rights-of-way. (Exhibit 2) except Betty and Robert Winchester who own Tract 15 as shown by the Tax Map (Exhibit 1) The Winchester property line is in the middle of the existing road. The other side of the road is owned by McAlister families. Request was made for Robert and Betty Winchester to deed a twenty-five (25') foot right-of-way from their property line in the middle of the road or approximately 15 feet from the eastern side of McAlister Road, but they refused.

Because Robert and Betty Winchester refused to grant right-of-way (for unknown reasons) it was necessary to obtain a fifty (50') foot right-of-way from the McAlister families. Barefoot Cove, LLC and the Anderson Group purchased a 50 foot right-of-way from the McAlisters. (Exhibit 3). Although the necessary 50' right-of-way obtained is very close to one of the McAlister's home, they were willing to cooperate and to convey the necessary right-of-way. Because the McAlister property was partly owned by persons under the age of 18, it was necessary to obtain court approval for the transfer of the minors' interest. (Exhibit 4). Barefoot Cove, LLC has agreed to assign the rights-of-way obtained from the McAlisters to the County upon approval of the roads acceptance. Properly executed assignments have been delivered to the County to be recorded upon the acceptance of the road. (Exhibit 5)

Representatives of Barefoot Cove, LLC and the Anderson Group worked with Oconee personnel to acquire the rights-of-way and to locate the site of the road within the right-of-way. Barefoot Cove, LLC and the Anderson Group have complied with every requirement and request of the county officers. When Mr. Winchester refused to grant a right-of-way, Barefoot Cove, LLC and the Anderson Group coordinated the acquisition of the McAlister rights-of-way with County personnel. The personnel from the Oconee County Road Department have been cooperative and helpful.

SPECIAL CONSIDERATIONS OR CONCERNS:

An eight (8") inch water line has been installed by the developers with appropriately placed fire hydrants. The road presently serves 8 homes and provides access to a private road which serves 4 homes and approximately 35 developed lake lots, priced in the \$500,000 range each. The Developers have plans to pave the private portion of McAlister Road (from the end of County maintenance to the end of the road).

The Crescent tract has potentially approximately 225 lake lots and 50 or more interior lots. Most of the future development will be served by the private portion of McAlister Road. When the Crescent tract is developed, we estimate that the entire road will provide access to 350 homes.

RECOMMENDATION FOR COUNCIL ACTION:

Barefoot Cove, LLC and the Anderson Group seek the acceptance of right-of-way as shown on attached plat, and that funding the paving of McAlister Road improvements as soon as funding is allowed.

FINANCIAL IMPACT:

Economic Development of the area. Home construction is one of the largest growth areas for employment in Oconee County. When this property is developed, the tax base will be converted from agricultural to residential and will add millions of dollars to the county tax base.

ATTACHMENTS:

1. Tax Map 160-00-03-004
2. Deeds of right-of-way
3. McAlister deeds of right-of-way to Barefoot Cove, LLC and Plat
4. Court Order approving transfer of minors' interest
5. Assignments of McAlister deeds of right-of-way

Submitted or Prepared By:



Donald Payne
Manager
Developer Barefoot Cove, LLC

Approved for Submittal to Council:

Tom Hendricks, County

Reviewed By/ Initials:

_____ County Attorney

_____ County Engineer

C: Clerk to Council

ACCEPTED FOR OCONEE COUNTY BY
AUTHORITY: General DATE: _____

THE STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

210 _____ (FT) BY/VA _____ (FT)

DEED TO RIGHT-OF-WAY

ROAD NO. WA-63 McAllister Road

SUBDIVISION WHEN APPLICABLE

KNOW ALL MEN BY THESE PRESENT, That I, (or we) Crescent Resources, LLC, in consideration of the sum of one dollar, to me (or us) in hand paid and the acceptance and maintenance of the same as part of the Oconee County Road System, by Oconee County, receipt of which is hereby acknowledged, have granted, bargained, sold, and released and by these presents do give, bargain, sell, release unto Oconee County, its successors and assigns, a right-of-way for the construction or maintenance of the road/highway from

Safety Harbor Rd (S-37-302) to Cul de Sac _____
Name of Place Name of Place

On Road No. WA-63 State and County aforesaid, see Plat Book _____ or Page _____ recorded with the Clerk of Court, Oconee County, do and own all lands which I (or we) may own whole or in part, for the purpose of locating, constructing, improving and maintaining the above described highway with the bridges and causeways thereon, and the installation of public utilities. Said tract being shown on Tax Map 162-06-03-404 and being over the lands purchased from K Map #8.

Deed Book K Map, Page 8. Said right-of-way to have a width of 50 feet, that

is 25 feet on each side of the center line of the Highway except where a greater width is necessary for short sections on account of large cuts or fill and being approximately 4575⁺ feet in length.

"Special Provisions" The undersigned waives any claim for damages, if any, and accepts the surface water from roadway and culverts and assumes the responsibility for drainage ditches, culverts, and any, beyond the right of way.

*As stated and/or constructed by Oconee

*This Right of Way Deed will include a Cul de Sac with a fifty (50) feet radius.

Together with all singular, the rights, tenures, hereditaments and appurtenances thereto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns, or administrators within the limits of the right-of-way herein conveyed.

TO HAVE AND TO HOLD, all singular, the said right-of-way and the rights hereinbefore granted unto the said Oconee County, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand and seal, this 9th day of October in the year of our Lord, Two Thousand, and 06.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF

[Signature]
[Signature]

Crescent Resources, LLC
By: [Signature]
James M. Short, Jr.
President

THE STATE OF SOUTH CAROLINA, COUNTY OF MECKLENBURG

Personally appeared Jane G. Lowery and made oath

That before her the within named Crescent Resources, LLC By: James M. Short, Jr.

Print or type name

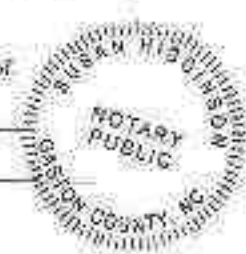
Sign, seal and as his/her act and deed, deliver the within written deed, and read with

Susan Higginson witnessed the execution thereof

Sworn to before me this 9th day of October A.D. 2006

[Signature]
Notary Public for the State of South Carolina
My Commission Expires March 27, 2010

[Signature]
Witness sign date



[Signature]

ACCEPTED FOR CONTEE COUNTY BY: _____
AUTHORITY: General DATE: _____

THE STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

Dist. _____ (FT) Paved _____ (PS)

DEED TO RIGHT-OF-WAY

ROAD NO. WA-62 McAlister Road

SUBDIVISION WHEN APPLICABLE

KNOW ALL MEN BY THESE PRESENT, That I (or we) Brian Keith Neal & Belinda Sue Neal in consideration of the sum of one dollar, to me (or us) in hand paid and the acceptance and maintenance of the same as part of the Oconee County Road System, by Oconee County, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto Oconee County, its successors and assigns, a right of way for the construction or maintenance of the road/highway from Safety Harbor Rd (S-37-202) to Cal de Sue
Name of Place _____ Name of Place _____

On Road No. WA-62 State and County addressid, see Plat Book B98 at Page 10 recorded with the Clerk of Court, Oconee County, and over all lands which I (or we) may own whole or in part; for the purpose of locating, constructing, improving and maintaining the above described highway with the bridges and causeways thereon, and the installation of public utilities. Said tract being shown on Tax Map 177-00-02-016 and being over the lands purchased from James Robert McAlister & Kathy Duncan McAlister. N/O

Used Book 1455, Page 65. Said right-of-way to have a width of 30 feet, that

is 25 feet on each side of the center*line of the Highway except where a greater width is necessary for short distances on account of large cuts or fills and being approximately 575 feet in length.

*"Special Provisions". The abutted sign waives my claim for damages, if any, and accepts the surface water from roadway and culverts and assumes the responsibility for drainage ditches, culverts, and etc., beyond the right-of-way.

*As stated and/or constructed by Oconee

"Tract B."

Together with all appurtenances, the rights, powers, hereditaments and appurtenances thereto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns, or administrators within the limits of the right-of-way herein conveyed.

TO HAVE AND TO HOLD, all singular, the said right-of-way and the rights hereinbefore granted unto the said Oconee County, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand, seal, this 23rd day of January in the year of our Lord, Two Thousand, and Five.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

George P. Howard Brian Keith Neal
George P. Howard Belinda Sue Neal
Signature

THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE:

Personally appeared George P. Howard and made oath

that he/she saw the within named Brian Keith Neal & Belinda Sue Neal
Print or type names

Sign, seal and as his/her authorized, deliver the within written Deed; and that with

George P. Howard Jr. witnessed the execution thereof.

Sworn to before me this 23rd day of January A.D. 20 05

George P. Howard Jr. (J.S.) George P. Howard
Notary Public for South Carolina Witness sign here
My Commission Expires 11-02-2011

ACCEPTED FOR OCONEE COUNTY BY: _____
AUTHORITY General DATE: _____

THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE. Ditto _____ (1/1) Faced _____ (1/1)

DEED TO RIGHT-OF-WAY

ROAD NO. WA-62 McAlister Road

SUBDIVISION WHEN APPLICABLE

KNOW ALL MEN BY THESE PRESENT, That I, (or we) Jeanette Quarles Shugart in consideration of the sum of one dollar, to me (or us) in hand paid and the acceptance and maintenance of the same as part of the Oconee County Road System, by Oconee County, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell release unto Oconee County, its successors and assigns, a right-of-way for the construction or maintenance of the road/highway from

State Highway Rd (S-57-582) to Cul de Sac
Name of Place Name of Place

On Road No. WA-62 State and County aforesaid, see Plat Book K at Page 234 recorded with the Clerk of Court, Oconee County, on and over all lands which I (or we) may own, whole or in part, for the purpose of locating, constructing, improving and maintaining the above described highway with the bridges and easeways thereon, and the installation of public utilities. Said tract being shown on Tax Map 162-00-40-008 and being over the lands purchased from Jeanette O. Shugart.

Deed Book 1257, Page 40. Said right-of-way to have a width of 50 feet, that

is 25 feet on each side of the center line of the Highway except where a greater width is necessary for short distances on account of large mounds or fills and being approximately 1600 feet in length.

Special Provisions: The undersigned waive any claim for damages, if any, and accept the surface water from roadway and valvets and assumes the responsibility for drainage ditches, culverts, and etc, beyond the right-of-way.

*As paved and/or constructed by Oconee

Together with all singular, the rights, members, benefits and appurtenances therunto belonging, or in any wise incident or appurtenant. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns, or administrators within the limits of the right-of-way herein conveyed.

TO HAVE AND TO HOLD, all aforesaid, the said right-of-way and the rights hereinbefore granted unto the said Oconee County, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand, seal, this 27th day of October, in the year of our Lord, Two Thousand, and Five

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

[Signature] Jeanette O. Shugart
Signature

THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE:

Personally appeared Walter A. Woodard and me (or us):

That he/she/they saw the within named Jeanette Quarles Shugart
Print or type name

High, read and as he/she/they set and read, deliver the within written Deed, and that with

George R. Brown Jr. witness the execution thereof.

Sworn to before me this 27th day of October, 2005

[Signature] (Notary Public for South Carolina) [Signature] Witness sign here
My Commission Expires 11-07-2011

ACCEPTED FOR OCONEE COUNTY BY: _____
AUTHORITY: General DATE: _____

THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE
Dist _____ (PT) Acres _____ (FT)

DEED TO RIGHT-OF-WAY

ROAD NO. WA-62 McAlister Road

SUBDIVISION WHEN APPLICABLE

KNOW ALL MEN BY THESE PRESENT, That I (or we) Dallon D. Peay in consideration of the sum of one dollar, to me (or us) in hand paid and the acceptance and maintenance of the same as part of the Oconee County Road System, by Oconee County, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell release unto Oconee County, its successors and assigns, a right-of-way for the construction or maintenance of the road/highway from

Safes Harbor Rd (S-37-202) to Cal de Sac
Name of Place _____ Name of Place _____

On Road No. WA-62 State and County addressed, see Plat Book 60 at Page 234 recorded with the Clerk of Court, Oconee County, on and over all lands which I (or we) may own whole or in part, for the purpose of locating, constructing, improving and maintaining the above described highway with the bridges and causeways thereon, and the installation of public utilities. Said tract being shown on Tax Map 163-06-03-006 and lying over the lands purchased from Irene O. Peay.

Deed Book 123, Page 152. Said right-of-way to have a width of 50 feet, that

is 25 feet on each side of the center line of the Highway except where a greater width is necessary for short distances on account of large cuts or fills and being approximately 1200 feet in length.

"Special Provisions": The undersigned waives any claim for damages, if any, and accepts the surface water from roadway and culverts and assumes the responsibility for drainage ditches, culverts, and etc., beyond the right-of-way.
*As shiked and/or constructed by Oconee

Together with all singular, the rights, interests, hereditaments and appurtenances thereto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns, or administrators within the limits of the right-of-way herein conveyed.

TO HAVE AND TO HOLD, all singular, the said right-of-way and the rights hereinbefore granted unto the said Oconee County, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand and seal, this 27th day of October in the year of our Lord, Two Thousand and Five

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

[Signature] Dallon Peay
[Signature] _____
Signature

THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE

Personally appeared LARRY A. HENDERSON and made oath

That he/she/you Go with this named Dallon D. Peay
Print or type name

Sign, seal and as his/her set and docket, deliver the within written Deed; and that with

George P. Brown, Jr. witnessed the execution thereof

Sworn to before me this 27th day of October, A.D. 2005

[Signature] (L.S.) [Signature]
Notary Public for South Carolina Witness sign here

My Commission Expires 11-07-2011



Doc ID: 001207760004 Type: DEE

BK 1576 PG 53-56

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

2007 MAR 29 P 3:38

Noss 1000
0164483

OCONEE COUNTY
STATE TAX 9 10
COUNTY TAX 3 85
EXCISE

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

DEED TO RIGHT-OF-WAY

ROAD NO. WA-62-McAlister Road

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, in consideration of the sum of One (\$1.00) Dollar and other consideration to us in hand paid and the acceptance of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release to Barefoot Cove, LLC, its successors and assigns a right-of-way for the construction and maintenance of a road as shown by a plat by Barry L. Collins, dated January 16, 2007, last revised February 12, 2007, and filed with the Register of Deeds for Oconee County in Plat Book B194 at page 10 for the purpose of locating, constructing, improving, and maintaining a road and the installation of public utilities. Said tract is described as follows:

Tract B, containing 2.92 acres ±, (TMS 177-00-02-016 p/o) as shown by a Plat by Jerry E. Byrd dated September 4, 2005 and filed with the Oconee County Register of Deeds in Plat Book B-95 at page 10 conveyed to Brian Keith Neal and Belinda Sue Neal by deed of James Robert McAlister and Kathy Duncan McAlister dated 19 October, 2005, filed with the Oconee County Register of Deeds in Deed Book 1455 at page 05.

Said right-of-way to have a width of fifty (50') feet, that is twenty five (25') feet on each side of the center-line of the right-of-way. The undersigned waive any claim for damages, if any, and accept the surface water from roadway and culverts and assume the responsibility for drainage ditches, culverts, etc.

Together with all singular, the rights, members, hereditaments and appurtenances thereto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs, or other obstructions will not be erected by us or our heirs, assigns, administrators, within the limits of roadway as located within the right-of-way. The actual roadway, twenty-four (24') feet in width shall be located as shown by the Collins plat.

TO HAVE AND TO HOLD all singular, the said right-of-way and the rights hereinabove granted unto the said Barefoot Cove, LLC.

IT IS UNDERSTOOD AND AGREED that the Grantor, Barefoot Cove, LLC, may assign the right-of-way to Orange County or to other entities, provided however, the right-of-way will only be used for a road and public utilities.

IN WITNESS WHEREOF, we have hereunto set our Hands and Seals this 23rd day of March, 2007.

AS TO TRACT B:

James R. McAlistar (SEAL)
James Robert McAlistar
Life Estate

Kathy Duncan McAlistar (SEAL)
Kathy Duncan McAlistar
Life Estate

Brian Keith Neal (SEAL)
Brian Keith Neal

Belinda Sue Neal (SEAL)
Belinda Sue Neal

In the presence of:

Eugene Young
Kelly Ann Payne
Witnesses as to Tract B

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF OCONEE)

Personally appeared before me the undersigned and made oath that (s)he saw the within named JAMES ROBERT MCALISTER, KATHY DUNCAN MCALISTER, BRIAN KEITH NEAL, AND BELINDA SUE NEAL sign, seal and as their act and deed, deliver the within written Deed to Right-of-Way for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 23rd
day of March, 2007.

Wanda De Dain
Kelly Ann Payne (L.S.)
Notary Public of SC 4-3-2012
My commission expires 2-17-17

Kelly Ann Payne

STATE OF SOUTH CAROLINA }
COUNTY OF OCONEE }

AFFIDAVIT

Personally appeared before me Lowell W. Ross who being duly sworn states that (s)he is the Attorney for Barefoot Cove, LLC in that certain transaction whereby a Deed to Right-of-Way was conveyed from JAMES ROBERT MCALISTER, KATHY DUNCAN MCALISTER, BRIAN KRITHI NEAL AND BELINDA SUE NEAL to BAREFOOT COVE, LLC as shown by deed dated March 23, 2007, wherein the consideration was stated as One Dollar (\$1.00) and other consideration and that the actual consideration for each transaction was the sum of THREE THOUSAND THREE HUNDRED THIRTY THREE AND 34/100 DOLLARS (\$3,333.34).

Sworn to before me this 29th
day of March, 2007

Wilma J. Davis (L.S.)
Notary Public of South Carolina
My commission expires 4/3/2012



Doc ID: 001207850004 Type: ODE
BK 1576 PG 61-64

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

2007 MAR 29 P 3:38

OCONEE COUNTY
STATE TAX 9.10
COUNTY TAX 3.85
EXEMPT

Base
10.00

1316486

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

DEED TO RIGHT-OF-WAY

ROAD NO. WA-62-McAlister Road

PREAMBLE:

The below described tract is owned by Cindy McAlister, Bobby Joe McAlister, Kayla Ann McAlister, a minor 12 years of age and Bobby Joe McAlister, Jr. a minor 16 years of age, each owning a one fourth (1/4th) interest.

By an Order of the Court filed in Judgment Roll 2007-CP-37-717, the Honorable Ellis B. Drew, Jr., Master in Equity, authorized Cindy McAlister, and Bobby Joe McAlister to execute this Deed of Right-of-Way for Kayla Ann McAlister and Bobby Joe McAlister, Jr.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, in consideration of the sum of One (\$1.00) Dollar and other consideration to us in hand paid and the acceptance of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release to Barefoot Cove, LLC, its successors and assigns a right-of-way for the construction and maintenance of a road as shown by a plat by Barry L. Collins, dated January 16, 2007, last revised February 12, 2007, and filed with the Register of Deeds for Oconee County in Plat Book B194 at page 18 for the purpose of locating, constructing, improving, and maintaining a road and the installation of public utilities. Said tract is described as follows:

Tract D, containing 2.60 acres ± (TMS: 177-00-02-052 p/e) as shown by a Plat by Jerry E. Byrd, dated September 4, 2005 and filed with the Oconee County Register of Deeds in Plat Book B-95 at page 10 conveyed to Bobby Joe McAlister, Cindy McAlister, Kayla Ann McAlister, and Bobby Joe McAlister, Jr. by deed of James Robert McAlister and Kathy Duncan McAlister dated 19 October, 2005 filed with the Oconee County Register of Deeds in Deed Book 1455 at page 71; and

Said right-of-way to have a width of fifty (50') feet, that is twenty five (25') feet on each side of the center-line of the right-of-way. The undersigned waive any claim for damages, if any, and accept for surface water from roadway and culverts and assume the responsibility for drainage ditches, culverts, etc.

Together with all singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs, or other obstructions will not be erected by us or our heirs, assigns, administrators, within the limits of roadway as located within the right-of-way. The actual roadway, twenty-four (24') feet in width shall be located as shown by the Collins plat.

TO HAVE AND TO HOLD all singular, the said right-of-way and the rights hereinabove granted unto the said Barefoot Cove, LLC.

IT IS UNDERSTOOD AND AGREED that the Grantee, Barefoot Cove, LLC, may assign the right-of-way to Orange County or to other entities; provided however, the right-of-way will only be used for a road and public utilities.

IN WITNESS WHEREOF, we have hereunto set our Hands and Seals this 23rd day of March, 2007.

AS TO TRACT D:

James R. McAlister Sr. (SEAL)
James Robert McAlister
Life Estate

Kathy Duncan McAlister (SEAL)
Kathy Duncan McAlister
Life Estate

Bobby Joe McAlister (SEAL)
Bobby Joe McAlister

Cindy McAlister (SEAL)
Cindy McAlister

Bobby Joe McAlister (SEAL)
Bobby Joe McAlister
for Kayla Ann McAlister, a minor

Bobby Joe McAlister (SEAL)
Bobby Joe McAlister
For Bobby Joe McAlister, Jr., a minor

Cindy McAlister (SEAL)
Cindy McAlister
for Kayla Ann McAlister, a minor

Cindy McAlister (SEAL)
Cindy McAlister
for Bobby Joe McAlister, Jr., a minor

In the presence of:

Eugene Young

Kelly Ann Payne
Witnesses as to Tract D

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named JAMES ROBERT MCALISTER, KATHY DUNCAN MCALISTER, BOBBY JOE MCALISTER, CINDY MCALISTER, BOBBY JOE MCALISTER FOR KAYLA ANN MCALISTER, BOBBY JOE MCALISTER FOR BOBBY JOE MCALISTER, JR., CINDY MCALISTER FOR KAYLA ANN MCALISTER AND CINDY MCALISTER FOR BOBBY JOE MCALISTER, JR. sign, seal and as their act and deed, deliver the within written Deed to Right-of-Way for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above-witnessed the execution thereof.

Sworn to before me this 23rd
day of March, 2007
William D. Davis
Kelly Ann Payne (L.S.)
Notary Public of SC 4-3-2012
My commission expires 2-14-17

Kelly Ann Payne

STATE OF SOUTH CAROLINA)

AFFIDAVIT

COUNTY OF OCONEE)

Personally appeared before me Lowell W. Ross who being duly sworn states that (s)he is the Attorney for Barefoot Cove, LLC in that certain transaction whereby a Deed to Right-of-Way was conveyed from JAMES ROBERT MCALISTER, KATHY DUNCAN MCALISTER, BOBBY JOE MCALISTER, CINDY MCALISTER, BOBBY JOE MCALISTER FOR KAYLA ANN MCALISTER, BOBBY JOE MCALISTER FOR BOBBY JOE MCALISTER, JR., CINDY MCALISTER FOR KAYLA ANN MCALISTER AND CINDY MCALISTER FOR BOBBY JOE MCALISTER, JR. to BAREFOOT COVE, LLC as shown by deed dated March 23, 2007, wherein the consideration was stated as One Dollar (\$1.00) and other consideration and that the actual consideration for such transaction was the sum of THREE THOUSAND THREE HUNDRED THIRTY THREE AND 33/100 DOLLARS (\$3,333.33).

Sworn to before me this 29th
day of March, 2007



Lowell W. Ross (L.S.)
Notary Public of South Carolina
My commission expires 4/3/2012

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

Doc ID: 002207810004 Type: DEE
BK 1576 PG 57-60

2007 MAR 29 P 3:38

OCONEE COUNTY
STATE TAX 9.10
COUNTY TAX 9.85
EXEMPT.

READ
10-00
016895

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
DEED TO RIGHT-OF-WAY

ROAD NO. WA-62-McAlister Road

PREAMBLE:

The below described tract is owned by Pamela McAlister, Timothy E. McAlister, Amber Lynn McAlister, a minor 9 years of age, and Jami LeAnn McAlister, a minor 7 years of age, each owning a one-fourth (1/4th) interest.

By an Order of the Court Filed in Judgment Roll 2007-CP-37-174, the Honorable Ellis B. Drew, Jr., Master in Equity, authorized Pamela McAlister and Timothy E. McAlister to execute this Deed of Right-of-Way on behalf of Amber Lynn McAlister and Jami LeAnn McAlister.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, in consideration of the sum of One (\$1.00) Dollar and other consideration to us in hand paid and the acceptance of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release to Barefoot Cove, LLC, its successors and assigns a right-of-way for the construction and maintenance of a road as shown by a plat by Barry L. Collins, dated January 16, 2007, last revised February 12, 2007, and filed with the Register of Deeds for Oconee County in Plat Book B194 at page 10 for the purpose of locating, constructing, improving, and maintaining a road and the installation of public utilities. Said tract is described as follows:

Tract E, containing 2.59 acres ±, (TMS 177-00-02-052 p/c) as shown by a Plat by Jerry E. Byrd dated September 4, 2005 and filed with the Oconee County Register of Deeds in Plat Book B-95 at page 10 conveyed to Timothy E. McAlister, Pamela McAlister, Amber Lynn McAlister, and Jami LeAnn McAlister by deed of James Robert McAlister and Kathy Duncan McAlister, dated 19 October, 2005 filed with the Oconee County Register of Deeds in Deed Book 1455 at page 74.

Said right-of-way to have a width of fifty (50) feet, that is twenty five (25) feet on each side of the center-line of the right-of-way. The undersigned waive any claim for damages, if any, and accept the surface water front roadway and culverts and assume the responsibility for drainage ditches, culverts, etc.

Together with all singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs, or other obstructions will not be erected by us or our heirs, assigns, administrators, within the limits of roadway as located within the right-of-way. The actual roadway, twenty-four (24) feet in width shall be located as shown by the Collins plat.

TO HAVE AND TO HOLD all singular, the said right-of-way and the rights heretofore granted unto the said Barefoot Cove, LLC.

IT IS UNDERSTOOD AND AGREED that the Grantee, Barefoot Cove, LLC, may assign the right-of-way to Oconee County or to other entities; provided however, the right-of-way will only be used for a road and public utilities.

IN WITNESS WHEREOF, we have herunto set our Hands and Seals this 23rd day of March, 2007.

AS TO TRACT E:

James R. McAlister, Jr. (SEAL)
James Robert McAlister
Life Estate

Kathy Duncan McAlister (SEAL)
Kathy Duncan McAlister
Life Estate

Timothy E. McAlister (SEAL)
Timothy E. McAlister

Pamela McAlister (SEAL)
Pamela McAlister

Timothy H. McAlister (SEAL)
Timothy H. McAlister
For Amber Lynn McAlister, a minor

Timothy E. McAlister (SEAL)
Timothy E. McAlister
For Jami LeAnn McAlister, a minor

Pamela McAlister (SEAL)
Pamela McAlister
For Amber Lynn McAlister, a minor

Pamela McAlister (SEAL)
Pamela McAlister
For Jami LeAnn McAlister, a minor

In the presence of

Engelne Young
Kelly Ann Payne
Witnesses as to Tract E

STATE OF SOUTH CAROLINA)
COUNTY OF DEONEE)

PROBATE

Personally appeared before me the undersigned and made oath that (s)he saw the within named JAMES ROBERT MCALISTER, KATHY DUNCAN MCALISTER, TIMOTHY E. MCALISTER, PAMELA MCALISTER, TIMOTHY E. MCALISTER FOR AMBER LYNN MCALISTER, TIMOTHY E. MCALISTER FOR JAMI LEANN MCALISTER, PAMELA MCALISTER FOR AMBER LYNN MCALISTER AND PAMELA MCALISTER FOR JAMI LEANN MCALISTER sign, seal and as their act and deed, deliver the within written Deed to Right-of-Way for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 23rd
day of March, 2007

Wilson A. Dean
Kelly Ann Payne (N.S.)
Notary Public of SC
My commission expires 5-14-17

Kelly Ann Payne

STATE OF SOUTH CAROLINA)

AFFIDAVIT

COUNTY OF GLONEE)

Personally appeared before me Lowell W. Ross who being duly sworn states that (s)he is the Attorney for Barefoot Cove, LLC in that certain transaction whereby a Deed to Right-of-Way was conveyed from JAMES ROBERT MCALISTER, KATHY DUNCAN MCALISTER TIMOTHY E. MCALISTER, PAMELA MCALISTER, TIMOTHY E. MCALISTER FOR AMBER LYNN MCALISTER, TIMOTHY E. MCALISTER FOR JAMI LEANN MCALISTER, PAMELA MCALISTER FOR AMBER LYNN MCALISTER AND PAMELA MCALISTER FOR JAMI LEANN MCALISTER to BAREFOOT COVE, LLC as shown by deed dated March 23, 2007, wherein the consideration was stated as One Dollar (\$1.00) and other consideration and that the actual consideration for such transaction was the sum of THREE THOUSAND THREE HUNDRED THIRTY THREE AND 33/100 DOLLARS (\$3,333.33).

Sworn to before me this 29th
day of March, 2007

William B. Dean (L.S.)
Notary Public of South Carolina
My commission expires 4/3/2012



THIS PLAN IS A SUMMARY OF THE SURVEY AND IS NOT TO BE USED AS A BASIS FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE. THE SURVEY WAS MADE BY THE ENGINEER AND HIS ASSISTANTS IN THE MONTH OF MARCH, 1911, AND IS SUBJECT TO THE USUAL VARIATIONS OF THE SURVEYING INSTRUMENTS AND METHODS.

DATE OF SURVEY: MARCH 1911
 ENGINEER: [Name]
 ASSISTANTS: [Names]



ROBERT S. S. [Name]
 1404 1/2 ST. [Address]
 PHOENIX, ARIZ.

FILE NO. 10-2-21-1
 SHEET NO. 15
 OF 16

ORDER OF SURVEY CONTINUED

CHAS. H. [Name]

STATE ENGINEER

PHOENIX, ARIZ.

APPROVED AND ORDERED:

DATE: [Date]
 TIME: [Time]
 PLACE: [Place]

INDEX: [Details]

THESE [Details]

THESE [Details]

THESE [Details]

THESE [Details]

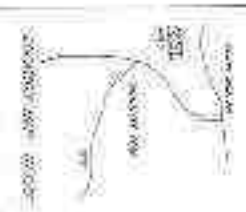


1:1000



PHOENIX, ARIZ.

CHAS. H. [Name]



THESE [Details]

TRACT B

TRACT C

TRACT D

TRACT E

TRACT F

TRACT G

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

CASE NO: 2007-CP-57-171

EX PARTE

Cindy McAlister and Bobby Joe McAlister
Parents and Guardians of
Kayla Ann McAlister, a minor 12 years of age and
Bobby Joe McAlister, Jr., a minor 10 years of age

PETITIONERS:

IN RE:

Kayla Ann McAlister, a minor 12 years of age
and Bobby Joe McAlister, Jr., a minor 10 years of age

AND

Parcela McAlister and Timothy E. McAlister,
Parents and Guardians of
Amber Lynn McAlister, a minor 9 years of age, and
Jami LeAnn McAlister, a minor 7 years of age

PETITIONERS:

IN RE:

Amber Lynn McAlister, a minor 9 years of age and
Jami LeAnn McAlister, a minor 7 years of age

ORDER

This is an Ex Parte Action for the approval of conveying the interest of minors in real property for a road right-of-way and a water line right-of-way.

The matter was referred to me by an Order of the Clerk of Court for Oconee County, dated February 28, 2007.

The matter came before me for a hearing on February 28, 2007. Lowell W. Ross, Attorney represented the parents of the minors.

Order
Page 1

COPY

JUL 28 2007 10:45 AM

CLERK OF COURT
OCONEE COUNTY
SOUTH CAROLINA

Att # 4

Karen F. Ballenger, Attorney, was appointed as Guardian-ad-Litem for the minors by an Order of the Clerk of Court for Oconee County, dated February 28, 2007.

Present were Lowell W. Russ, Karen F. Ballenger, Bobby Joe McAlister, father of Kayla Ann McAlister and Bobby Joe McAlister, Jr. and Timothy E. McAlister, father of Amber Lynn McAlister and Jami LeAnn McAlister.

From the testimony and evidence presented before me, I make the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

Kayla Ann McAlister and Bobby Joe McAlister, Jr. minors under the age of sixteen.

1. Cindy McAlister and Bobby Joe McAlister are the parents and guardians of Kayla Ann McAlister, a minor 12 years of age and Bobby Joe McAlister, Jr., a minor 10 years of age.

2. Petitioners, individually, and each of the minors own a one-fourth (1/4th) interest in the below described property, as joint tenants in common, subject to a life estate in James Robert McAlister and Kathy Duncan McAlister.

3. The property is located on McAlister Road, approximately .92 of a mile from Safety Harbor Road, in Oconee County, South Carolina. McAlister Road, which adjoins the subject property, is a "ditch-to-ditch" road maintained by Oconee County under an unwritten prescriptive easement. Robert C. Winchester and Betty M. Winchester own property on the opposite side of McAlister Road from the subject property, as shown by a deed filed in Deed Book 1292 at page 327, records of Oconee County and a plat by Barry L. Collins dated January 16, 2007 last revised February 12, 2007, ("the Plat"). (Attachment 1 to Petition).

4. To improve roads, Oconee County requires a fifty (50) feet right-of-way. The owners of the property on the opposite side of the subject property (Robert C. Winchester and Betty M. Winchester) refuse to grant to Oconee County a written right-of-way. In order to obtain improvement of McAlister Road by Oconee County, it is necessary that the Petitioners and the minors grant to Oconee County a fifty (50) feet right-of-way. Further, in order to qualify for improvement, preliminary work must be accomplished.

5. Barefoot Cove, LLC owns property east of the subject property and has agreed to assist the Petitioners in making the necessary preliminary improvements to the road and to assign to Oconee County the fifty (50) feet right-of-way. Petitioners have granted to Barefoot Cove, LLC a fifty (50) feet right-of-way across the subject property, as shown by the Plat. Petitioners seek approval of this Court to convey the interest of the minors in the fifty (50) feet right-of-way. (Attachment 2 to Petition).

6. Apart from the road right-of-way, Barefoot Cove, LLC has agreed to lay or run a water line along the McAlister Property and allow the owners of the property described to tap onto

the water line at no cost to them, provided they pay the tap fees to the water provider (City of Seneca). Petitioners seek approval of the Court to grant to Barefoot Cove, LLC the interests of the minors in a right-of-way for an eight (8") inch water line to be constructed within the road right-of-way herein described.

7. Petitioners seek approval and authority of this Court to convey the minors' interest in the subject property to Barefoot Cove, LLC, i.e. a fifty (50') feet right-of-way across Tract D, as shown by a plat of Barry Collins dated January 16, 2007 last revised February 12, 2007, (Attachment 1 to Petition) and also approval and authority of the Court to convey the minors' interests in the subject property to Barefoot Cove, LLC, i.e. a right-of-way for an eight (8") inch water line to be constructed within the road right-of-way herein described, said right-of-way to be assigned to the water provider, the City of Seneca.

8. The property owned by the Petitioners and the minors, each owning a one-fourth interest, subject to a life estate, is described as:

Tract D, containing 2.60 acres ±, (TMS 177-00-02-052 p/o) as shown by a Plat by Jerry F. Byrd, dated September 4, 2005 and filed with the Oconee County Register of Deeds in Plat Book B-95 at page 10 conveyed to Bobby Joe McAlister, Cindy McAlister, Kayla Ann McAlister, and Bobby Joe McAlister, Jr. by deed of James Robert McAlister and Kathy Duncan McAlister dated 19 October, 2005 filed with the Oconee County Register of Deeds in Deed Book 1455 at page 71.

9. I find that the construction of a road, which will be qualified for paving, and an eight (8") inch water line to be constructed over a right-of-way over the property of the minors is beneficial to the minors, will enhance the value of their property, and is in their best interest.

Amber Lynn McAlister and Jami LeAnn McAlister, minors under the age of sixteen years.

10. Petitioners, Pamela McAlister and Timothy E. McAlister, are the parents and guardians of Amber Lynn McAlister, a minor 9 years of age and Jami LeAnn McAlister, a minor 7 years of age.

11. Petitioners, individually, and each of the minors own a one-fourth (1/4th) interest in the below described property, as joint tenants in common, subject to a life estate in James Robert McAlister and Kathy Duncan McAlister.

12. The property is located on McAlister Road, approximately .92 of a mile from Safety Harbor Road in Oconee County, South Carolina. McAlister Road, which adjoins the subject property, is a "ditch-to-ditch" road maintained by Oconee County under an unwritten prescriptive easement. Robert C. Winchester and Betty M. Winchester own property on the opposite side of McAlister Road from the subject property, as shown by a deed filed in Deed Book 1292 at page 327, records of Oconee County and a plat by Barry L. Collins dated January 16, 2007 last revised February 12, 2007. (Attachment 1 to Petition).

13. To improve roads, Oconee County requires a fifty (50') feet right-of-way. The owners of the property on the opposite side of the subject property (Robert C. Winchester and Betty M. Winchester) refuse to grant to Oconee County a written right-of-way. In order to obtain improvement of McAlister Road by Oconee County, it is necessary that the Petitioners and the minors grant to Oconee County a fifty (50') feet right-of-way. Further, in order to qualify for improvement, preliminary work must be accomplished.

14. Barefoot Cove, LLC owns property east of the subject property and has agreed to assist the Petitioners in making the necessary preliminary improvements to the road and to assign to Oconee County the fifty (50') feet right-of-way. Petitioners have granted to Barefoot Cove, LLC a fifty (50') feet right-of-way across the subject property as shown by the Plat. Petitioners seek approval of this Court to convey the interest of the minors in the fifty (50') feet right-of-way. (Attachment 2 to the Petition).

15. Apart from the road right-of-way, Barefoot Cove, LLC has agreed to lay or run a water line along the McAlister Property and allow the owners of the property described to tap onto the water line at no cost to them, provided they pay the tap fees to the water provider (City of Seneca). Petitioners seek approval of the Court to grant to Barefoot Cove, LLC the interests of the minors in a right-of-way for an eight (8") inch water line to be constructed within the road right-of-way herein described.

16. Petitioners seek approval and authority of this Court to convey the minors' interest in the subject property to Barefoot Cove, LLC, i.e. a fifty (50') feet right-of-way across Tract E, as shown by a plat of Barry Collins dated January 16, 2007 last revised February 12, 2007. (Attachment 1 to Petition) and also approval and authority of the Court to convey the minors' interests in the subject property to Barefoot Cove, LLC, i.e. a right-of-way for an eight (8") inch water line to be constructed within the road right-of-way herein described, said right-of-way to be assigned to the water provider, the City of Seneca.

17. The property owned by the Petitioners and the minors, each owning a one-fourth interest, subject to a life estate, is described as:

Tract E, containing 2.59 acres ±, (TMS-177-00-02-052 p/o) as shown by a Plat by Jerry E. Byrd dated September 4, 2005 and filed with the Oconee County Register of Deeds in Plat Book B-95 at page 10 conveyed to Timothy E. McAlister, Pamela McAlister, Amber Lynn McAlister, and Janni LeAnn McAlister by deed of James Robert McAlister and Kathy Duncan McAlister, dated 19 October, 2005 filed with the Oconee County Register of Deeds in Deed Book 1455 at page 74.

18. I find that the construction of a road, which will be qualified for paving, and an eight (8") inch water line to be constructed over a right-of-way over the property of the minors is beneficial to the minors, will enhance the value of their property, and is in their best interest.

CONCLUSION OF LAW

Based upon the facts and circumstances of this case, I conclude that the interest of the minors is best served by granting to their parents the authority to execute deeds conveying the interest of the minor in the property described for a fifty (50') feet road-right-of-way and for an eight (8") inch water line along the property, therefore:

ORDER

IT IS ORDERED that Cindy McAlister and Bobby Joe McAlister, parents of Kayla Ann McAlister and Bobby Joe McAlister, Jr., are granted authority to execute deeds, agreements, and conveyances conveying the interest of Kayla Ann McAlister and Bobby Joe McAlister, Jr. for a fifty (50') feet right-of-way across Tract D as shown by a plat by Barry Collins, dated January 16, 2007, last revised February 12, 2007, (Exhibit 1) to Barefoot Cove, LLC or such other person or party as may be desirable. Further, Cindy McAlister and Bobby Joe McAlister as parents of Kayla Ann McAlister and Bobby Joe McAlister, Jr., are granted authority to execute deeds, agreements, and conveyances conveying the interest of Kayla Ann McAlister and Bobby Joe McAlister, Jr. for an eight (8") inch water line across Tract D to Barefoot Cove, LLC or such other person or party as may be desirable, the said water line to be constructed within the fifty (50') feet road right-of-way, and that such rights-of-way may be assigned to Oconee County, (road) or to the City of Seneca, (water) or such other governmental agency as may be appropriate.

IT IS ORDERED that Pamela McAlister and Timothy E. McAlister, parents of Amber Lynn McAlister and Jami LeAnn McAlister, are granted authority to execute deeds, agreements, and conveyances conveying the interest of Amber Lynn McAlister and Jami LeAnn McAlister for a fifty (50') feet right-of-way across Tract E as shown by a plat by Barry Collins, dated January 16, 2007, last revised February 12, 2007, (Exhibit 1) to Barefoot Cove, LLC or such other person or party as may be desirable. Further, Pamela McAlister and Timothy E. McAlister as parents of Amber Lynn McAlister and Jami LeAnn McAlister are granted authority to execute deeds, agreements, and conveyances conveying the interest for an eight (8") inch water line across Tract E to Barefoot Cove, LLC or such other person or party as may be desirable, the said water line to be constructed within the fifty (50') feet road right-of-way, and that such rights-of-way may be assigned to Oconee County, (road) or to the City of Seneca, (water) or such other governmental agency as may be appropriate.

AND IT IS SO ORDERED.

Walhalla, SC
February 28, 2007


Bill B. Drew, Jr.
Oconee County Master in Equity

FILED
2007 FEB 28 A.M. 10:46
SALVAGE SMITH
CLERK OF COURT

A TRUE COPY
FEB 28 2007
Clerk of Court - Oconee County

COPY

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ASSIGNMENT OF RIGHT-OF-WAY

ROAD NO. WA-62-McAlister Road

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, in consideration of the sum of One (\$1.00) Dollar to it in hand paid and the acceptance of which is hereby acknowledged, has assigned, granted, bargained, sold and released and by these presents does assign, grant, bargain, sell and release to Oconee County, its successors and assigns, a right-of-way for the construction and maintenance of a road as shown by a plat by Barry L. Collins, dated January 16, 2007, last revised February 12, 2007, and filed with the Register of Deeds for Oconee County in Plat Book B194 at page 10 for the purpose of locating, constructing, improving, and maintaining a road and the installation of public utilities. Said tract is described as follows:

Tract B, containing 2.92 acres ±, (TMS 177-00-02-016 p/a) as shown by a Plat by Jerry E. Byrd dated September 4, 2005 and filed with the Oconee County Register of Deeds in Plat Book B-95 at page 10 conveyed to Brian Keith Neal and Belinda Sue Neal by deed of James Robert McAlister and Kathy Duncan McAlister dated 19 October, 2005, filed with the Oconee County Register of Deeds in Deed Book 1455 at page 65.

This is an assignment of a right-of-way granted to Barefoot Cove, LLC by Kathy Duncan McAlister, Life Estate, James Robert McAlister, Life Estate, Brian Keith Neal, and Belinda Sue Neal by deed dated 23 March, 2007, filed with the Oconee County Register of Deeds in Deed Book 1576 at page 53.

Said right-of-way to have a width of fifty (50') feet, that is twenty five (25') feet on each side of the center-line of the right-of-way. The undersigned waives any claim for damages, if any, and accepts the surface water from roadway and culverts and assumes the responsibility for drainage ditches, culverts, etc.

Together with all singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs, or other obstructions will not be erected by it or its successors or assigns, within the limits of roadway as located within the right-of-way. The actual roadway, twenty-four (24') feet in width, shall be located

as shown by the Collins plat.

TO HAVE AND TO HOLD all singular, the said right-of-way and the rights hereinabove granted onto the said Oconee County.

IN WITNESS WHEREOF BAREFOOT COVE, LLC has caused these presents to be executed in its name by its duly authorized Member/Manager and its seal to be hereon affixed this 23 day of May, 2007.


AS TO TRACT B:
BAREFOOT COVE, LLC

(SEAL)



Donald Payne, Member/Manager

In the presence of:



Judith A. Randle
Witnesses as to Tract B

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, Louise A. Randle Notary Public for the State of SC, do hereby certify that Donald Payne, Member/Manager of Barefoot Cove, LLC personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of May, 2007.



Notary Public of SC
My commission expires: 10-2-10

COPY

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ASSIGNMENT OF RIGHT-OF-WAY

ROAD NO. WA-62-McAlister Road

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, in consideration of the sum of One (\$1.00) Dollar to it in hand paid and the acceptance of which is hereby acknowledged, has assigned, granted, bargained, sold and released and by these presents does assign, grant, bargain, sell and release to Oconee County, its successors and assigns, a right-of-way for the construction and maintenance of a road as shown by a plat by Barry L. Collins, dated January 16, 2007, last revised February 12, 2007, and filed with the Register of Deeds for Oconee County in Plat Book B194 at page 10 for the purpose of locating, constructing, improving, and maintaining a road and the installation of public utilities. Said tract is described as follows:

Tract D, containing 2.60 acres ± (TMS 177-00-02-052 p/a) as shown by a Plat by Jerry E. Byrd, dated September 4, 2005 and filed with the Oconee County Register of Deeds in Plat Book B-95 at page 10 conveyed to Bobby Joe McAlister, Cindy McAlister, Kayla Ann McAlister, and Bobby Joe McAlister, Jr. by deed of James Robert McAlister and Kathy Duncan McAlister dated 19 October, 2005 filed with the Oconee County Register of Deeds in Deed Book 1455 at page 71.

This is an assignment of a right-of-way granted to Barefoot Cove, LLC by Kathy Duncan McAlister, Life Estate, James Robert McAlister, Life Estate, Bobby Joe McAlister, Cindy McAlister, Bobby Joe McAlister, Jr., a minor, and Kayla Ann McAlister, a minor, filed with the Oconee County Register of Deeds in Deed Book 1576 at page 61.

The transfer of the minors interest to Barefoot Cove, LLC was approved by an Order of Ellis B. Drew, Jr., Master in Equity for Oconee County, dated February 28, 2007, filed in Judgment Roll No. 2007-CP-37-171.

Said right-of-way to have a width of fifty (50) feet, that is twenty five (25) feet on each side of the center-line of the right-of-way. The undersigned waives any claim for damages, if any, and accepts the surface water from roadway and culverts and assumes the responsibility for drainage ditches, culverts, etc.


Together with all singular, the rights, members, hereditaments and appurtenances thereto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs, or other obstructions will not be erected by it or its successors or assigns, within the limits of roadway as located within the right-of-way. The actual roadway, twenty-four (24) feet in width, shall be located as shown by the Collins plat.

TO HAVE AND TO HOLD all singular, the said right-of-way and the rights hereinabove granted unto the said Oconee County.

IN WITNESS WHEREOF BAREFOOT COVE, LLC has caused these presents to be executed in its name by its duly authorized Member/Manager and its seal to be hereto affixed this 25 day of May, 2007.

AS TO TRACT D:
BAREFOOT COVE, LLC

(SEAL)


Donald Payne, Member/Manager


In the presence of:


Judith A. Landwehr
Witnesses as to Tract D

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, Lowell M. Ross, a Notary Public for the State of SC, do hereby certify that Donald Payne, Member/Manager of Barefoot Cove, LLC personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25 day of May, 2007.


Notary Public of SC (SEAL)
My commission expires: 10-2-10

COPY

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ASSIGNMENT OF RIGHT-OF-WAY

ROAD NO. WA-62-McAlister Road

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, in consideration of the sum of One (\$1.00) Dollar to it in hand paid and the acceptance of which is hereby acknowledged, has assigned, granted, bargained, sold and released and by these presents does assign, grant, bargain, sell and release to Oconee County, its successors and assigns, a right-of-way for the construction and maintenance of a road as shown by a plat by Barry T. Collins, dated January 16, 2007, last revised February 12, 2007, and filed with the Register of Deeds for Oconee County in Plat Book B194 at page 10 for the purpose of locating, constructing, improving, and maintaining a road and the installation of public utilities. Said tract is described as follows:

Tract E, containing 2.59 acres ±, (TMS 177-00-02-052 p/o) as shown by a Plat by Jerry E. Byrd dated September 4, 2005 and filed with the Oconee County Register of Deeds in Plat Book B-95 at page 10 conveyed to Timothy E. McAlister, Pamela McAlister, Amber Lynn McAlister, and Jami LeAnn McAlister by deed of James Robert McAlister and Kathy Duncan McAlister, dated 19 October, 2005 filed with the Oconee County Register of Deeds in Deed Book 1455 at page 74.

This is an assignment of a right-of-way granted to Barefoot Cove, LLC by Kathy Duncan McAlister, Life Estate, James Robert McAlister, Life Estate, Timothy E. McAlister, Pamela McAlister, Amber Lynn McAlister, a minor, and Jami LeAnn McAlister, a minor, dated 23 March, 2007 and filed with the Oconee County Register of Deeds in Deed Book 1576 at page 57.

The transfer of the minors interest to Barefoot Cove, LLC was approved by an Order of Ellis B. Drew, Jr., Master in Equity for Oconee County, dated February 28, 2007, filed in Judgment Roll No. 2007-CP-37-171.

Said right-of-way to have a width of fifty (50) feet, that is twenty five (25) feet on each side of the center-line of the right-of-way. The undersigned waives any claim for damages, if any, and accepts the surface water from roadway and culverts and assumes the responsibility for drainage ditches, culverts, etc.

Together with all singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs, or other obstructions will not be erected by it or its successors or assigns, within the limits of roadway as located within the right-of-way. The actual roadway, twenty-four (24) feet in width, shall be located as shown by the Collins plat.

TO HAVE AND TO HOLD all singular, the said right-of-way and the rights hereinafore granted unto the said Oconee County.


IN WITNESS WHEREOF BAREFOOT COVE, LLC has caused these presents to be executed in its name by its duly authorized Member/Manager and its seal to be hereto affixed this 25 day of May, 2007.

AS TO TRACT E:
BAREFOOT COVE, LLC

(SEAL)


Donald Payne, Member/Manager


In the presence of:

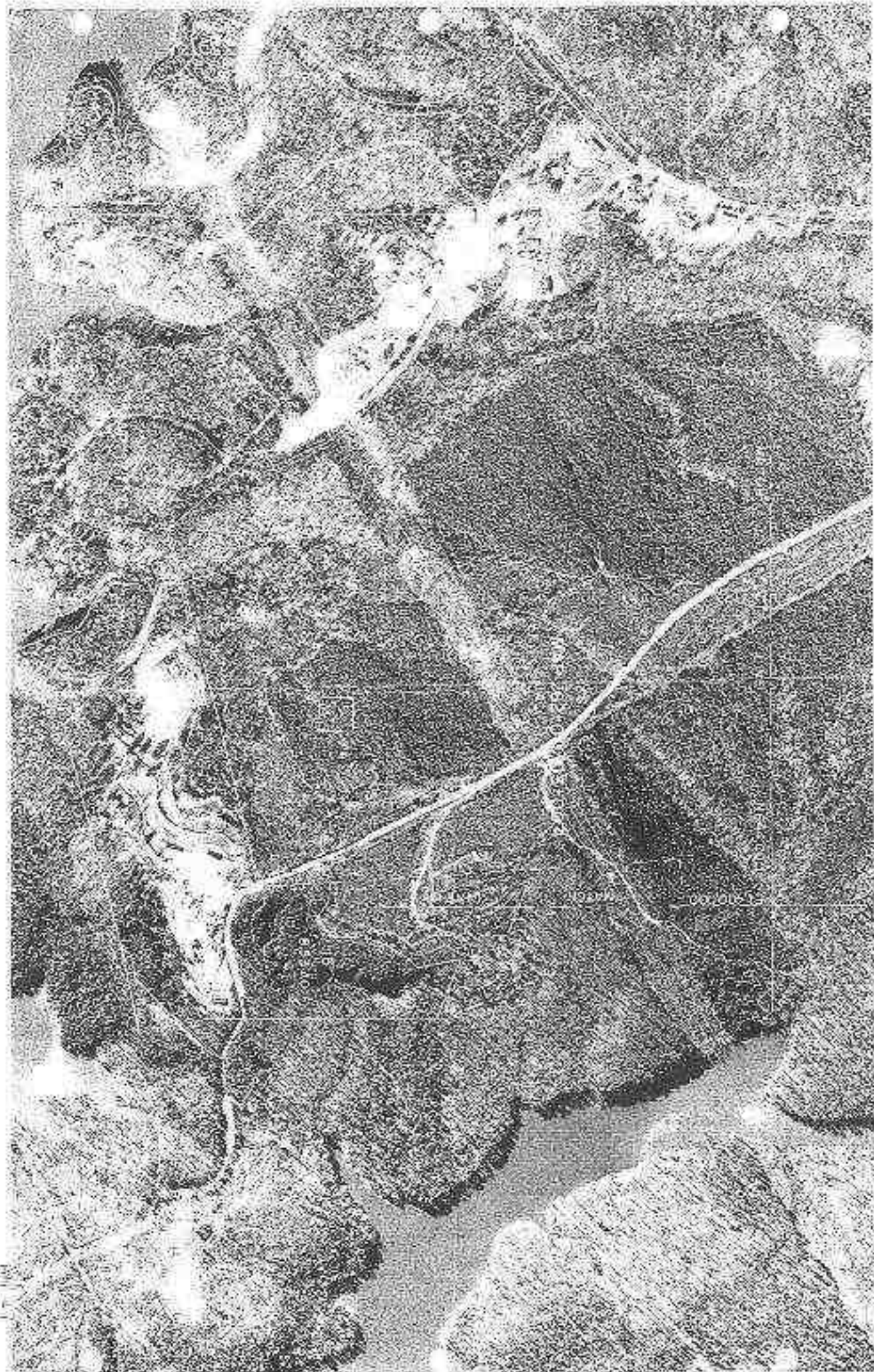

Judith A. Raudine
Witnesses as to Tract E

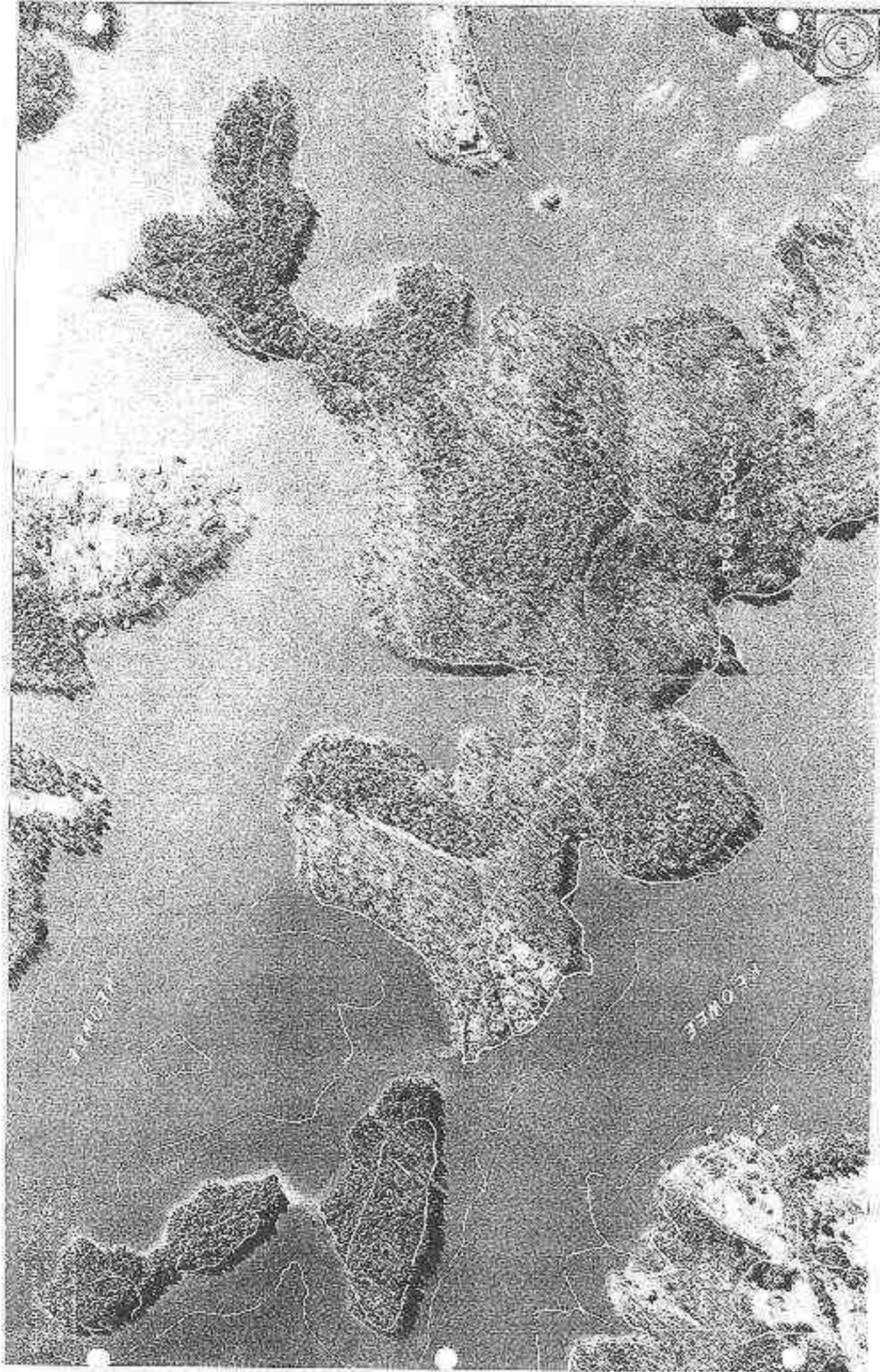
STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, Laurel M. Ross Notary Public for the State of SC, do hereby certify that Donald Payne, Member/Manager of Barefoot Cove, LLC personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25 day of May, 2007.

 (SEAL)
Notary Public of SC
My commission expires 10-2-10





OCONEE COUNTY RURAL FIRE FUNDING

Funding for new money under Rural Fire under Ordinance 2007-08 and anticipated FEMA grant funds 2007-08

	2000 pop. o/s city	Sq. Miles	(**) Pop. per sq mi	Proposed 4 mile distribution	Amount funded Per person	Mil Tax Per Person	FEMA grant requests	New Funds 2007-08 Budget	Amount funded per person	Total tax per Person
10 Cleveland	1221	42	29.1	13,159 \$	10.78	\$29.45		13,159 \$	10.78	\$57.85
12 Friendship	2773	21	132	33,891 \$	12.22	\$29.45		33,891 \$	12.22	\$57.85
3 LongCreek	1012	72	14.1	13,242 \$	13.08	\$29.45		13,242 \$	13.08	\$57.85
5 Washella*	5256	45	117	74,183 \$	14.11	\$29.45		74,183 \$	14.11	\$57.85
16 West Union	3972	24	166	70,982 \$	17.87	\$29.45		70,982 \$	17.87	\$57.85
6 Westminster*	5484	65	84.4	98,851 \$	18.03	\$29.45		98,851 \$	18.03	\$57.85
4 Mountain Rest	1440	85	16.9	29,249 \$	20.31	\$29.45		29,249 \$	20.31	\$57.85
7 Seneca*	6078	30	223	244,530 \$	36.53	\$29.45		244,530 \$	36.53	\$57.85
13 CrossRoads	2819	28	101	47,808 \$	16.89	\$29.45	105,000	152,808 \$	54.14	\$57.85
14 PocketPost	2131	39	54.6	44,521 \$	20.89	\$29.45	115,500	160,021 \$	75.09	\$57.85
3 CorinthShiloh	5528	22	251	150,587 \$	27.23	\$29.45	315,000	465,587 \$	84.23	\$57.85
17 Keowee Key	2357	16	147	228,929 \$	96.28	\$29.45		228,929 \$	96.28	\$57.85
15 South Union	2158	25	86.4	71,425 \$	33.08	\$29.45	141,365	212,790 \$	98.83	\$57.85
1 Oakway	2358	26	90.7	29,689 \$	12.58	\$29.45	204,750	234,419 \$	98.41	\$57.85
2 Salem	2818	87	33.8	171,780 \$	58.85	\$29.45	189,000	360,780 \$	123.63	\$57.85
11 KeoweeEbenezer	2590	26	99.6	166,697 \$	64.36	\$29.45	170,665	337,362 \$	130.26	\$57.85
5 FairPlay	1018	19	53.4	44,576 \$	33.80	\$29.45	236,250	260,826 \$	212.91	\$57.85
Totals	52018	672	1531.541				1477530	3,009,471		

	2000 pop. o/s city	Sq. Miles	(**) Pop. per sq mi	Proposed 4 mile distribution	Amount funded Per person	Mil Tax Per Person	FEMA grant requests	New Funds 2007-08 Budget	Amount funded per person	Total tax per Person
Seneca	7652									
Washella	3801									
Westminster	2743									
Total Population	66214									

SORTED BY TOTAL NEW MONEY RECEIVED PER PERSON

The proposed 4 mile distribution averages a cost of \$29.45 paid by each person in the rural area

The anticipated new money from proposed 4 mile and locally approved FEMA grant requests averages \$57.85 paid by each person in the rural area

GCONEE COUNTY RURAL FIRE FUNDING

Funding for new money under Rural Fire under Ordinance 2007-08 and anticipated FEMA grant funds 2007-08

	2000 pop. c/s city	(^{sq}) Sq. Miles	Pop. per sq mi	proposed 4 mills distribution	Amount funded Per person	Mil Tax Per Person	FEMA grant requests	New Funds 2007-08 Budget	Amount funded per person	Total tax per Person
10. Cleveland	1221	47.79.1	25.56	13.156	\$ 10.78	\$29.45		13,159	\$ 10.78	\$67.85
12. Friendship	2773	21.132	130.33	33.891	\$ 12.22	\$29.45		33,891	\$ 12.22	\$67.85
1. Oakway	2368	26.90.7	88.03	29.668	\$ 12.58	\$29.45	264,750	234,419	\$ 59.41	\$67.85
9. LongCreek	1012	72.14.1	14.03	13.242	\$ 13.09	\$29.45		13,242	\$ 13.08	\$67.85
5. Walhalla*	5256	45.117	116.78	74.183	\$ 14.11	\$29.45		74,183	\$ 14.11	\$67.85
13. CrossRoads	2519	28.101	93.29	47.608	\$ 16.69	\$29.45	105,000	152,608	\$ 54.14	\$67.85
16. West Union	3972	24.186	163.15	70.962	\$ 17.87	\$29.45		70,962	\$ 17.87	\$67.85
15. Westminster*	5484	65.84.4	83.23	98.851	\$ 18.03	\$29.45		98,851	\$ 18.03	\$67.85
4. Mountain Rest	1440	85.18.9	16.83	29.249	\$ 20.31	\$29.45		29,249	\$ 20.31	\$67.85
14. FicketPost	2131	85.54.6	25.03	44.521	\$ 20.89	\$29.45	115,500	160,021	\$ 75.09	\$67.85
3. CornithShick	5529	22.251	250.41	160.567	\$ 27.23	\$29.45	315,000	468,567	\$ 84.20	\$67.85
15. South Union,	2169	25.86.4	83.56	71.425	\$ 33.08	\$29.45	141,355	222,790	\$ 93.56	\$67.85
8. FairPlay	1319	19.09.4	69.10	44.578	\$ 33.00	\$29.45	236,250	280,828	\$ 212.97	\$67.85
7. Seneca*	8679	30.223	287.43	244.930	\$ 36.63	\$29.45	189,000	244,630	\$ 36.63	\$67.85
2. Salam	2919	87.33.6	33.43	171.780	\$ 38.85	\$29.45	170,665	360,780	\$ 123.50	\$67.85
11. KeoweeEbenexer	2580	26.86.6	96.01	166.897	\$ 64.38	\$29.45		337,362	\$ 130.26	\$67.85
17. Keowee Key	2357	16.147	146.34	226.929	\$ 96.28	\$29.45		226,929	\$ 96.28	\$67.85
Totals	52016	672	77.26	1,531,941			1,677,580	3,069,671		

Seneca	7652	pop.ulation	c/s city
Walhalla	3801	includes	city limits
Westminster	2745		
Total Population	68214		US Census 2000

SORTED BY TOTAL 4 MILLS FUNDED PER PERSON

The proposed 4 mills distribution averages a cost of \$29.45 paid by each person in the rural area
 The anticipated new money from proposed 4 mills and county approved FEMA grant reflects averages \$67.85 paid by each person in the rural area.

OCONEE COUNTY RURAL FIRE FUNDING

Funding for new money under Rural Fire under Ordinance 2007-08 and anticipated FEMA grant funds 2007-08

	2000 pop. o/s city	(**) Sq. Miles	Pop. per sq mi	proposed 4 mi distribution	Amount funded Per person	Mill Tax Per Person	FFWA grant requests	New Funds 2007-08 Budget	Amount funded per person	Total tax per Person
9 LongCreek	1012		72	14.1	\$ 13.08	\$26.45		13,247	\$ 13.08	\$57.85
10 Cleveland	221		42	29.1	\$ 10.78	\$26.45		13,159	\$ 10.78	\$57.85
8 FairPlay	1319		19	69.4	\$ 32.60	\$29.45	236,250	280,828	\$ 212.91	\$57.85
4 Mountain Rest	1440		85	16.9	\$ 20.31	\$26.45		26,249	\$ 20.31	\$57.85
14 PicketPost	2131		39	54.6	\$ 20.89	\$29.45	115,500	160,021	\$ 75.09	\$57.85
15 South Union	2159		25	86.4	\$ 33.09	\$26.45	141,365	212,790	\$ 98.56	\$57.85
17 Keowee Key	2357		18	147	\$ 96.28	\$29.45		228,929	\$ 96.28	\$57.85
1 Oakway	2358		26	90.7	\$ 12.58	\$29.45	204,750	234,419	\$ 59.41	\$57.85
11 KeoweeBenezer	2590		26	99.6	\$ 64.36	\$29.45	130,685	337,362	\$ 130.26	\$57.85
12 Friendship	2773		27	132	\$ 12.22	\$29.45		33,891	\$ 12.22	\$57.85
13 CrossRoads	2819		28	101	\$ 16.89	\$29.45	105,000	152,508	\$ 54.14	\$57.85
2 Salem	2919		87	33.6	\$ 58.85	\$29.45	189,000	360,780	\$ 123.50	\$57.85
16 West Union	3972		24	186	\$ 17.87	\$29.45		70,962	\$ 17.87	\$57.85
5 Walhalla*	5256		45	117	\$ 14.11	\$29.45		74,183	\$ 14.11	\$57.85
6 Westminster*	5484		65	84.4	\$ 18.03	\$29.45		88,851	\$ 18.03	\$57.85
3 ConithShoib	5529		22	251	\$ 27.23	\$29.45	318,000	455,567	\$ 84.20	\$57.85
7 Seneca*	6679		30	223	\$ 36.63	\$29.45		244,630	\$ 36.63	\$57.85
Totals	52018		372	1,631,941			1477,630	3,009,471		

	2000 pop. o/s city	(**) Sq. Miles	Pop. per sq mi	proposed 4 mi distribution	Amount funded Per person	Mill Tax Per Person	FFWA grant requests	New Funds 2007-08 Budget	Amount funded per person	Total tax per Person
6 Seneca	7852		45	117	\$ 14.11	\$29.45		74,183	\$ 14.11	\$57.85
Wainala	3801		65	84.4	\$ 18.03	\$29.45		88,851	\$ 18.03	\$57.85
Westminster	2743		22	251	\$ 27.23	\$29.45	318,000	455,567	\$ 84.20	\$57.85
Total Population	66214		30	223	\$ 36.63	\$29.45		244,630	\$ 36.63	\$57.85

SORTED BY POPULATION PER PER FIRE DISTRICT

* The proposed 4 mile distribution averages a cost of \$26.45 paid by each person in the rural area

** The annotated new money from proposed 4 mile and county approved FEMA grant requests averages \$57.85 paid by each person in the total area

* population o/s city
** includes city limits
US Census 2000

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNTY MEETING DATE: 6/5/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Presentation of Awards to Rose Cashin & Louise Bell from the Arts & Historical Commission

BACKGROUND OR HISTORY:

Both of these ladies served on the Arts & Historical Commission for a number of years, their terms have now expired and the Chairman of the Commission wanted to publicly recognize them for their service to the citizens of Oconee County.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff has no recommendation.

FINANCIAL IMPACT:

N/A


ATTACHMENTS:

N/A

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/Initials:

_____ ; County Attorney

_____ ; Finance

_____ n/a _____ ; Other

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNTY MEETING DATE: 6/5/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Presentation of the 2007 annual modification to the WorkLink Workforce Investment Board Five-Year Strategic Plan.

Appointment of three Pendleton District Workforce Investment Board Members. Recommendations are Ms. Aiena Pellrey (Private Sector); Mr. Melvin Martin (One Stop Partner); and Mr. Robert DuBose (Private Sector).

BACKGROUND OR HISTORY:

This plan was presented to the Governor and approved in February 2006.

Appointments are for three years. Ms. Pellrey and Mr. Martin would be reappointments, Mr. DuBose would be a new appointment.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends approval of the modification to the WorkLink Workforce Investment Board Five-Year Strategic Plan and its submission to the Governor.

Staff further recommends appointment of the three board members.

FINANCIAL IMPACT:

N/A to the Oconee County Budget.

ATTACHMENTS:

- (1) Letter from Julia Hoyle, Worklink Workforce Director
- (2) Plan Modification
- (3) Membership Forms
- (4) Annual WIA Registrant Plan
- (5) WIA Quarterly Expenditure Plans
- (6) Letter of Recommendations of Board Members
- (7) Application of Mr. DuBose

Submitted or Prepared By:

Dual D. Green
Department Head

Approved for submittal to Council:


Tom Hendricks, County Administrator

worklink

Connecting Companies & Employees
Approved • Certified • Effective

May 18, 2007

The Honorable Marion Lyles
Oconee County Council
415 South Pine Street
Walhalla, South Carolina 29691

Dear Mr. Lyles:

In February of 2000, the WorkLink Workforce Investment Board submitted its 5-Year Strategic Plan to the Governor. That plan was approved. The 2007 annual modification is due to the state by June 8, 2007.

I am including an outline of the 2007 Plan Modification for your review, approval, and signature. Our funding for the Workforce Investment Act continues to increase. Therefore, we anticipate serving more individuals. The committees of the Board are discussing additional services to targeted populations. Also, the figures for the carryover funds are estimated at this point. We will have actual figures after the year end closeout.

I will be present at the June 5 County Council meeting to present these plans. If there are any questions regarding this matter, please contact me at (864) 646-1827.

Sincerely,



Julia S. Hoyle
Director



Workforce Investment Act

**Modification to the
Local Five-Year Strategic Plan**

WorkLink Workforce Investment Board

**Serving the Counties of
Anderson, Oconee and Pickens**

Program Year 2007 LWIA Plan Modification Instructions

I. Identifying Information

Workforce Investment Area WorkLink

Submission Date June 8, 2007

Name(s) and Title(s) of Chief Elected Official(s) Mr. Bob Waldrep, Anderson County Council Mr. Marion Lyles, Oconee County Council Mr. G. Neil Smith, Pickens County Council
Mailing Address(es) of Chief Elected Official(s) PO Box 8002, Anderson, SC 29624 415 South Pine Street, Walhalla, SC 29691 222 McDaniel Avenue, Pickens, SC 29671
Name of Local Workforce Investment Board WorkLink
Name of WIB Chairperson Mr. Russell Karpick
Mailing Address of WIB Chairperson Square D Company 1990 Sandifer Blvd Seneca, SC 29678
Telephone Number: 864-888-1605 Facsimile Number: 864-885-1082 E-mail Address: russ.karpick@us.schneider-electric.com
Name and Title of Signatory for the Administrative Entity Steven R. Pelissier, Executive Director
Mailing Address of Signatory SC Appalachian Council of Governments PO Drawer 6688 Greenville, SC 29608
Telephone Number: 864-242-9733 Facsimile Number: 864-242-6957 E-mail Address: pelissier@scacog.org

BOARD COMPOSITION FORM

Complete Section A or B to show composition of the Local Board
 Denote multiple representation with an asterisk (*) and provide explanation.

LWIA Name: WorkLink Submission Date June 8, 2007

A. COMPOSITION OF THE LOCAL WORKFORCE INVESTMENT BOARD

Complete Section A: Board originally established as a WIB.

Total Number of Seats			35
Number & Percent Representing Business	#	19	% 54
Number Representing Education			3*
Number Representing Labor			2
Number Representing Community Based Organizations			2*
Number Representing Economic Development			3
Number Representing Mandatory One-Stop Partners			7*
Number Representing Additional One-Stop Partners			0
Number Representing Other Entities			1

* Dr. Ronnie Booth represents Education and One-Stop Partners

* Anne Holliday represents Community Based Organizations and One-Stop Partners

WIB MEMBERSHIP FORM A

Complete Form A if your board was originally established as a WIB. Enter the name of each WIB member and the name of the business/agency/institution with which the member is affiliated. Indicate any vacancies. Denote multiple representation with an asterisk (*).

LWIA WorkLink

Submission Date June 8, 2007

TOTAL # OF SEATS 35

OF SEATS OCCUPIED 32

OF SEATS VACANT 3

BUSINESS		LABOR ORGANIZATIONS
WIB CHAIR NAME & AFFILIATION RUSSELL KARPICK, SQUARE D		NAME & AFFILIATION HUGH FOSTER, CWA LOCAL 3702
DAVID BIBB, MICHELIN TIRE CORP		BRENDA SCOTLAND, GMP LOCAL 15
CRAIG BRANDON, MEMBRANE APPLICATIONS ADVISORS		EDUCATION
TRENT CENTER, ROBERT BOSCH CORP		RONNIE BOOTH, TRI-COUNTY TECH COLL* THOMAS CHAPMAN, ANDERSON SCH DIST 2 DANNY FAHEY, SCH DIST OF PICKENS CO
DAVID COLLINS, BLUE RIDGE ELECTRIC COOPERATIVE, INC.		COMMUNITY-BASED ORGANIZATIONS
STEPHANIE COLLINS, ANMED		ANNE HOLLIDAY, SHARE, INC.*
BILL CREECH, HONEYWELL NYLON		KRISTI KING-BROCK, ANDERSON INTERFAITH MINISTRIES
BRENDA DUTTON, INERGY AUTOMOTIVE		ECONOMIC DEVELOPMENT
MICHAEL HENTHORNE, MCNAIR LAW FIRM		JAMES ALEXANDER, OCONEE COUNTY ED RAY FARLEY, ALLIANCE PICKENS
JON HOLMES, CHICK-FIL-A OF ANDERSON		WILLIAM WARD, ANDERSON ECON DEV ONE-STOP PARTNERS
KAREN MARTIN, ST. JUDE MEDICAL		
ALENA PELFREY, 1 ST MORTGAGE FINANCIAL GROUP, INC.		
ROGER POWELL, RELIABLE AUTOMATIC SPRINKLER CO., INC.	WIA TITLE I-B	EDDIE WYNN, SC APPALACHIAN COG*
ANDREW TUNSTALL, ENGLEHARD CORP.	WAGNER-PEYSER	JOYCE SMITH, SC EMPLOY SEC COMM*
PERRY VOISIN, ROYLCO, INC.	ADULT EDUCATION	CHARAN LEE, ADULT EDUCATION, ANDERSON DIST 1 & 2
STEVE WEST, DUKE ENERGY	VOCATIONAL REHABILITATION	RHONDA PONCE, SC VOCATIONAL REHABILITATION
VACANT-NOVEMBER 2006	TANF	EDDIE WYNN, SC APPALACHIAN COG*
VACANT-FEBRUARY 2007	TITLE V--OLDER AMERICANS	EDDIE WYNN, SC APPALACHIAN COG*
VACANT-FALL 2006	VOCATIONAL EDUCATION	RONNIE BOOTH, TRI-COUNTY TECHNICAL COLLEGE*
	TAA, NAFTA	JOYCE SMITH, SC EMPLOY SEC COMM*
	VETERANS E&T	JOYCE SMITH, SC EMPLOY SEC COMM*
	CSBG E&T	ANNE HOLLIDAY, SHARE, INC.*
OTHER ENTITY	HLI E&T	MELVIN MARTIN, SC REGIONAL HOUSING I.
LAWRENCE NICHOLS, CLEMSON UNIV.	UI	JOYCE SMITH, SC EMPLOY SEC COMM*
	OTHER	NONE

YOUTH COUNCIL MEMBERSHIP FORM

Enter the name of each Youth Council member and the name of the business/agency/institution with which the member is affiliated. Indicate any vacancies. Place an asterisk (*) beside the Youth Council Chairperson's name.

LWIA Name: WorkLink

Submission Date: June 8, 2007

TOTAL # OF SEATS: 22

OF SEATS OCCUPIED: 20

OF SEATS VACANT: 2

WIB Members		Business/Agency/Institution
Kristi King-Brock*		Anderson Interfaith Ministries
Brenda Scotland		GMP Local 15
Alena Pelfrey		1 st Mortgage
Anne Holiday		SHARE, Inc
Danny Fahey		Pickens County School District
Youth Service		Business/Agency/Institution
Crystal Noble		Anderson Co. DJJ
Brent McWorter		Pickens Co. DJJ
Betsy Burkett		Oconee Co. Career Ctr.
Ron Dillingham		Anderson Co. Alternative School
Carole Looney		Anderson Co. United Way
Public Housing		Business/Agency/Institution
Melvin Martin		SC Regional Housing Authority No. 1
Marion Tarrant		Anderson Housing Authority
Parents of Eligible Youth		Business/Agency/Institution
Vacant		
Vacant		
Individuals with experience in youth activities, including former participants, and representatives of organizations		Business/Agency/Institution
Greg Linke		Youth Learning Institute, Clemson University
Sam Drew		National Dropout Prevention Center
Leisa Patterson		Anderson County School District 5
Thomas Davis		Communities in School
Job Corps Representatives **		Business/Agency/Institution
N/A		
N/A		
Others		Business/Agency/Institution
Sandra Pruitt		DSS/Families and Friends
Jennifer Bausman		YouthBuild
Jennifer Bagweil		ESC-OneStop
Michelle Herr		Citizen

* Two Job Corps representatives are mandatory only if there is a center located in the Local Area.

**Program Year 2007
Annual WIA Registrant Plan**

Local Area WorkLink

Contact Julia Hovle

Phone 864.646.1827

Submission Date June 8, 2007

	AD	DW	Y
A. Projected Carryovers from PY 2006	205	425	150
B. Plan Number of New PY 2007 Registrants	446	524	150
C. Total PY 2007 Registrants (A+B)	651	949	300
 			
D. Plan Number of Exits in PY 2007	416	504	175
E. Projected Number On Board 6/30/08 (C-D)	235	445	125

WIA Quarterly Expenditure Plan

Local Area WorkLink

Contact Julia Hoyle

Phone 864.646.1827

Submission Date June 8, 2007

Funding

(check one) Adult Dislocated Worker Youth Administration

Total Funds Available					
New Allocation	\$1,288,843 \$				
+ Carry Over	\$563,579	QUARTER 1	QUARTER 1	QUARTER 1	QUARTER 1
+ Transfer	+\$1,198,734	Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
Total Available	\$3,051,156	\$1,837,503	60%	\$549,208	18%
		QUARTER 2	QUARTER 2	QUARTER 2	QUARTER 2
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$2,537,503	83%	\$1,159,439	38%
		QUARTER 3	QUARTER 3	QUARTER 3	QUARTER 3
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$2,896,598	95%	\$1,769,670	58%
		QUARTER 4	QUARTER 4	QUARTER 4	QUARTER 4
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$3,051,156	100%	\$2,288,367	75%

1. For each fund stream (Adult, Dislocated Workers and Youth), complete a Quarterly Expenditure Plan that addresses program funds only.
2. Complete a separate Quarterly Expenditure Plan that addresses administration funds only.
3. Use cumulative amounts for each quarter.
4. A transfer between Adult and Dislocated Worker fund streams will require a subtraction from the contributing program and an equivalent addition to the receiving program.

WIA Quarterly Expenditure Plan

Local Area WorkLink

Contact Julia Hoyle

Phone 864.646.1827

Submission Date June 8, 2007

Funding

(check one) Adult Dislocated Worker Youth Administration

Total Funds Available					
New Allocation	\$2,397,468				
	\$				
+ Carry Over	\$1,690,421	QUARTER 1	QUARTER 1	QUARTER 1	QUARTER 1
± Transfer	-\$1,198,734	Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
Total Available	\$2,889,155	\$2,014,794	70%	\$577,831	20%
		QUARTER 2	QUARTER 2	QUARTER 2	QUARTER 2
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$2,434,667	84%	\$1,300,120	45%
		QUARTER 3	QUARTER 3	QUARTER 3	QUARTER 3
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$2,744,697	95%	\$1,589,035	55%
		QUARTER 4	QUARTER 4	QUARTER 4	QUARTER 4
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$2,889,155	100%	\$2,166,866	75%

5. For each fund stream (Adult, Dislocated Workers and Youth), complete a Quarterly Expenditure Plan that addresses program funds only.
6. Complete a separate Quarterly Expenditure Plan that addresses administration funds only.
7. Use cumulative amounts for each quarter.
8. A transfer between Adult and Dislocated Worker fund streams will require a subtraction from the contributing program and an equivalent addition to the receiving program.

WIA Quarterly Expenditure Plan

Local Area WorkLink

Contact Julia Hoyle

Phone 864.646.1827

Submission Date June 8, 2007

Funding
 (check one) Adult Dislocated Worker Youth Administration

Total Funds Available					
New Allocation	\$1,418,658				
	\$				
+ Carry Over	\$808,201	QUARTER 1	QUARTER 1	QUARTER 1	QUARTER 1
+ Transfer	\$0	Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
Total Available	\$2,226,859	\$1,514,340	68%	\$	25%
		QUARTER 2	QUARTER 2	QUARTER 2	QUARTER 2
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$1,814,340	81%	\$1,068,892	48%
		QUARTER 3	QUARTER 3	QUARTER 3	QUARTER 3
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$2,115,516	95%	\$1,336,115	60%
		QUARTER 4	QUARTER 4	QUARTER 4	QUARTER 4
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$2,226,859	100%	\$1,670,144	75%

9. For each fund stream (Adult, Dislocated Workers and Youth), complete a Quarterly Expenditure Plan that addresses program funds only.
10. Complete a separate Quarterly Expenditure Plan that addresses administration funds only.
11. Use cumulative amounts for each quarter.
12. A transfer between Adult and Dislocated Worker fund streams will require a subtraction from the contributing program and an equivalent addition to the receiving program.

WIA Quarterly Expenditure Plan

Local Area WorldLink

Contact Julia Hoyle

Phone 864.646.1827

Submission Date June 8, 2007

Funding
 (check one) Adult Dislocated Worker Youth Administration

Total Funds Available					
New Allocation	\$567,219 \$				
+ Carry Over ± Transfer	\$322,150 \$0	QUARTER 1	QUARTER 1	QUARTER 1	QUARTER 1
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
Total Available	\$889,369	\$588,072	66%	\$133,405	15%
		QUARTER 2	QUARTER 2	QUARTER 2	QUARTER 2
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$711,495	80%	\$249,023	28%
		QUARTER 3	QUARTER 3	QUARTER 3	QUARTER 3
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$844,901	95%	\$506,940	57%
		QUARTER 4	QUARTER 4	QUARTER 4	QUARTER 4
		Funds Obligated	% of Total Available	Funds Expended YTD	% of Total Available
		\$889,369	100%	\$667,027	75%

13. For each fund stream (Adult, Dislocated Workers and Youth), complete a Quarterly Expenditure Plan that addresses program funds only.
14. Complete a separate Quarterly Expenditure Plan that addresses administration funds only.
15. Use cumulative amounts for each quarter.
16. A transfer between Adult and Dislocated Worker fund streams will require a subtraction from the contributing program and an equivalent addition to the receiving program.

worklink

Connecting Companies & Employees
Anderson • Florence • Pickens • SC

May 22, 2007

Mr. Tom Hendricks, County Administrator
Oconee County Council
415 South Pine Street
Walhalla, SC 29691

Dear Mr. Hendricks:

The WorkLink Workforce Investment Board was filed and certified by the Governor August 15, 2000. It is the responsibility of the County Councils to appoint all members of the Workforce Investment Board.

Board terms are for three years. The following individuals' terms expire June 30, 2007. They have agreed to be reappointed for another three-year term.

Ms. Alena Pelfrey (Private Sector)
Mortgage Originator
1st Mortgage Financial Group, Inc.
455 By-Pass 123, Suite B
Seneca, SC 29678

Mr. Melvin Martin (One-Stop Partner)
Community Relations
SC Regional Housing No. 1
417 Tribble Street
Seneca, SC 29678


Additionally, the following individual has agreed to fill the existing Private Sector vacancy created by the resignation of Andy Tunstall with Engelhard:

Mr. Robert DuBose
Sr. Vice President Business Development
Trehel Corporation
1408 Cross Creek Drive
Seneca, SC 29678

The application for the above listed nominee is attached to this letter. Please notify me in writing if the above individuals are approved and appointed.

Thank you for your continued support of the Board's work. If you have any questions or need me to be present during the Council Meeting, you may contact me at (864) 646-1827.

Sincerely,



Julia S. Hoyle
Director

Enclosure: Application for Robert DuBose

PENDLETON DISTRICT WORKFORCE INVESTMENT BOARD
WORKFORCE INVESTMENT ACT
Board Member Application

Applicant

Name Robert L. DuBose (Bob)

Position St. Vice President Business Devlpt

Mailing

Address 1408 Cross Creek Drive

Business/

Organization Trehel Corporation

Seneca, SC 29678

Phone (w) 864-654-6582

County of

Residence Oconee County

Fax 864-654-7788

E-mail bdubose@trehel.com

Category Represented: Check all that apply (see attachment for description of categories)

Education

One-Stop Partner

Labor Organization

Specify _____

Community Based Organization

Economic Development

Other

Business

Specify _____

Has the applicant previously served on the Private Industry Council or Workforce Investment Board?

No _____

If so when _____

Describe how this applicant represents the indicated category:

Active in business in the area for 30-years serving on several development and chamber organizations.

Actively involved with education issues with two daughters still in school-Soph. College/Junior HS.

Served on a facilities planning committee and evaluation team for Oconee School District.

Describe the policy-making authority of this applicant as a category representative:

Involved in strategic planning sessions for local chamber and economic development organizations in

Anderson, Oconee, and Spartanburg. With Trehel Corporation, we employ approximately 150 employees

and have been responsible for hiring, managing, and supervision during my time with Trehel. Work with

Senior Executive Team on setting goals and strategic planning for Trehel.

Nominating

Entity _____

Contact _____

Mailing

Address _____

Phone _____

Fax _____

E-mail _____

AGENDA ITEM SUMMARY
DCONEE COUNTY, SC

COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7:00pm

ITEM TITLE OR DESCRIPTION:

An agreement to provide the capability to collect taxes over the internet utilizing credit cards and utilizing credit cards for phone payments. This is a software enhancement provided by Smith Data Processing (SDP) and a corresponding merchant credit card agreement provided by Global Payments.

BACKGROUND OR HISTORY:

This is a planned enhancement for the Treasurer's Office which will allow the payment of property taxes with credit cards either via the internet or over the telephone. This will allow citizens who select either VISA or MasterCard to pay their taxes utilizing those credit cards. As part of the recoupment of various fees, SDP, as part of this process, will add a 1.9% convenience fee to these transactions, thus assuring that the Treasurer's Office will receive the taxes due in full. It should be noted that taxpayers who have delinquencies will not be able to utilize this method of payment. Part of this project requires that a merchant agreement with a credit card processor be executed - this provides the necessary credit card processing. Currently, SDP is working with Global Payments. This is an enhancement to existing software.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Approve this contract for software for the Treasurer's Office with Smith Data Processing and approve the modified agreement with Global Payments for online only credit card processing.

FINANCIAL IMPACT:

There is a one time cost of \$5,250.00 which will be funded from 010-711-30056. This money was requested for the above purpose in this fiscal year's budget process. There is a recurring maintenance fee, which is 70.83 / month which for this fiscal year will be paid from 010-711-30056.

ATTACHMENTS:

1. Contract with Smith Data Processing
2. Contract with Global Payments

Submitted or Prepared By:

Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:

Phyllis Lombard, Interim County Administrator

Reviewed By/ Initials:

County Attorney

AVP
Finance

Department

C: Clerk to Council



QS/1 Data Systems

p.o. box 6052
spartanburg, s.c. 29304

(864) 253-8650
1-800-235-0762
FAX (864) 253-8692

**Oconee Cnty/Treasurer
COUNTY COURTHOUSE
Walhalla, SC 29691**

Agreement to provide a system to process internet and telephone system
payments
for
The Treasurer's Office

*By: Gayle Phillips
QS/1 Data Systems
February, 06 2006*

substantial changes to the process described in this agreement as a result of the final specifications for the BILL PRESENTMENT FILE and the BILL PAYMENT FILE. SDP may need to submit a revised agreement for the County's consideration.

COUNTY RESPONSIBILITIES

The County is responsible for properly transmitting the data to the website and telephone system on a timely basis and receiving and processing the payment data on a timely basis. This includes balancing the payment data from the website to the collections tracked on the County's computer.

CONNECTIVITY

Certain equipment, such as a modem, a suitable PC and technical services may be needed to send and receive this data. SDP will provide the specifications and costs for your County.

FIRST YEAR COST

BILL PRESENTMENT FILE & BILL PAYMENT FILE

\$ 5,000.00

Training: 4 days

TOTAL SOFTWARE

\$ 5,000.00

Sales Tax 5%

250.00

Monthly Maintenance @ \$70.83/month (first 3 months at no charge)

\$27.47

* Due to the fact that the software maintenance is not included in the proposed 2005/2006 contract. The software maintenance charges listed here would not start until July, even if the software is installed now. John Ezell

Sales Tax on Maintenance 5%

31.87

TOTAL FIRST YEAR COSTS

\$ 5,919.34

SECOND YEAR COST

Monthly Maintenance @ \$70.83/month

\$ 849.96

Sales Tax on Maintenance

42.30

TOTAL SECOND YEAR COSTS

\$ 892.46

*The Implementation includes the initial IVRS Voice Recording. After Customer sign-off on the IVRS script, any future custom script modifications may be billed according to the fee schedule.

Should Customer require customization of the IVRS script, reports, Reporting Data File formats, Credit/Debit Merchant Banks not currently supported by QSI, then the corresponding Technical and Business Development Man-Rates will apply.

Service Description	Fee Schedule
Service Implementation Fee	\$500 - One time per Customer Specified Business Function
IVRU Voice Recording Fee	\$500/per occurrence for English
IVRC Voice Recording Fee	\$750/per occurrence for Spanish
Technical and Business Development Man-Rates	\$133/hour - actual travel and living expenses
Adjustment Processing Fee for Chargebacks/ACH Returns	\$10.50/per transaction

||

1

10 1

=

1 1

*

Oconee Cnty/Treasurer
 Smith Data Processing
 02/06/2006

PROPOSAL FOR OCONEE CNTY/TREASURER

PREPARED BY: GAYLE PHILLIPS

OCONEE CNTY/TREASURER
 COUNTY COURTHOUSE
 WALHALLA, SC 29691

EXHIBIT A

SOFTWARE COSTS

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MONTHLY
1	TC206	TAX INTERNET PAYMENTS	\$5,000.00	\$5,000.00	\$70.83
		TOTAL SOFTWARE COST.....		\$5,000.00	\$70.83
		TOTAL SOFTWARE COST.....		\$1,000.00	\$70.83

Oconee Cnty/Treasurer
Smith Data Processing
02/06/2006

Terms of Contract

Software prices in this quote are valid for a period of 30 days.

Invoicing

Invoices for this order will be issued according to the *Initial Payment Terms* shown below. Maintenance invoices will be issued separately. These invoices are due and payable upon receipt. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Investment Totals

Total Initial Investment Base	\$5,000.00
Sales Tax of 5% based on \$5,000.00	\$250.00
Freight	\$0.00
Total Initial Investment	\$5,250.00

Initial Payment Terms

Initial Deposit: 20%	\$1,050.00
Final Payment: All unpaid balance (due upon start of training per software application.)	\$4,200.00

Maintenance Schedule for First Year¹

Software	8 months @ \$79.83 per month	\$637.50
Total Maintenance		\$637.50

¹ Maintenance charges are in addition to investment amounts. See the section entitled *Maintenance* in this document for more information.

Oconee Cnty/Treasurer
Smith Data Processing

02/06/2006

Maintenance

11. Software Maintenance:

Software Maintenance is required and is payable 90 (ninety) days after installation and the beginning of training.

Software Licensing

The parties acknowledge and agree that all software-licensing issues for software not produced by QS/I Data Systems are between client and software manufacturer, and QS/I Data Systems is not acting as an agent for any such manufacturers. Client acknowledges that it is their responsibility to know how many licenses are needed for their business and to purchase the legal amount. Client understands and agrees that QS/I Data Systems cannot be held liable in any way for performing work on a client computer that has illegally pirated software. QS/I Data Systems will assist client in determining licensing requirements but any and all such efforts not included in this agreement will be considered in addition to the services herein and will be invoiced separately.

Oconee Cnty/Treasurer
Smith Data Processing
02/06/2006

Training

QS/1 Data Systems takes pride in the proper training of your employees so they may effectively utilize the system. Training will be scheduled by an QS/1 Data Systems representative with the designated person from your staff. This Training will take place with a QS/1 Data Systems representative either at the customer site or remotely via the internet. This proposal includes training for each software system purchased in accordance with the schedule that follows:

TAX INTERNET PAYMENTS: Maximum Training Visits - 2

IMPORTANT

- If training exceeds the number of visits specified above, a charge per visit for training will apply.
- It is the responsibility of the customer to have the employee or employees available to be trained at the scheduled training sessions. Cancellation of a scheduled training session requires a minimum of 24 hours advance notice. Failure to notify QS/1 Data Systems of a training cancellation in a timely manner will result in the forfeiture of the allotted training visit(s).

Oconee Cnty/Treasurer
Smith Data Processing
02/06/2006

Governing Law and Jurisdiction

This agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this agreement shall be South Carolina.

No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

Express Warranties, Disclaimers and Damage Limits

(a) Limited Express Warranty QS/I Data Systems warrants that it will supply the hardware described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.

(b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(c) Right to Damages Limited. Under no circumstances will QS/I Data Systems be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.

Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by the representatives of both parties with actual authority to bind the parties.

Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Oconee Cnty/Treasurer
Smith Data Processing
02/06/2006

Signatures and Initials

Please have the appropriate, authorized person sign one copy of this contract and return it to QS/1 Data Systems. Signing this contract indicates that your agency agrees to abide by the statements and terms described in this document.

Software Maintenance

Bill us: Quarterly Annually

Initials

Training

I understand and agree with the Training Schedule set out in this contract under Training:

Software

I understand that the software is sold "as is" unless noted previously under Special Notifications

**JM Smith Corporation
d/b/a QS/1 Data Systems**

Oconee Cnty/Treasurer

By: _____	By: _____
Title: <u>Gayle Phillips</u>	Title: _____
Title: <u>Representative Account</u>	Title: _____
Date: _____	Date: _____

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (hereinafter "Agreement") is made this 4th day of February, 2006, between JIM SMITH CORPORATION d/b/a QSI Data Systems, hereinafter referred to interchangeably as "Licensor" and QSI Data Systems, and Licensee (City of Spartanburg) (hereinafter "Licensee").

1. RECITALS

1.1 JIM SMITH CORPORATION, d/b/a QSI Data Systems, a South Carolina Corporation, is the licensor of the (SCL) software TAX INTERNET PAYMENTS (hereinafter referred to as the "Software"), or its use on the computer equipment set forth in Exhibit A or such other computer or computers as Licensee may approve in writing.

2. LICENSE

2.1 Grant of License Licensee grants to Licensee, pursuant to the following terms and conditions, a personal non-exclusive, non-transferable license to use Licensor's software and all software used in connection therewith ("Software").

2.2 Use of Software by Licensee. The License granted under this Agreement authorizes Licensee to use the software in machine readable form on a single central processing unit (hereinafter "CPU"). Licensee may temporarily transfer the software to backup equipment if the CPU is inoperative and Licensee gives Licensee advance notification of such transfer. The software shall be used only for Licensee's own business and Licensee shall not, permit any parent, subsidiary, affiliated entity, or third parties to use the Software.

3. CONSIDERATION

In consideration of the foregoing license, Licensee shall pay Licensor the amount set forth in Exhibit A. Any equipment to be provided by Licensee shall be furnished in accordance with the schedule set forth in Exhibit A.

4. COPIES

Licensee shall not copy or duplicate in whole or in part the Software provided under this agreement in machine readable form. Licensee may, solely to enable it to use Software, make two additional copies of the Software. Licensee shall have no other right to copy or print, in whole or in part, the Software or the Procedure Manual without the prior approval of the Licensor. All copies made by Licensee are the exclusive property of Licensee.

5. SOFTWARE OWNERSHIP

5.1 Licensor's Representation. Licensor represents that it is the owner of the Software and all patents therein.

5.2 Modifications. Only Licensor shall have the right to modify, maintain, enhance or otherwise alter the Software.

5.3 Transfer. Under no circumstances shall Licensee transfer in any manner, in whole or in part, the Software or any copy thereof, without Licensor's prior written consent.

6. TITLE TO SOFTWARE AND CONFIDENTIALITY

The Software is property of Licensor and in case it remains with Licensee. All applicable rights to trade secrets or any modifications or enhancements made by Licensee or its Licensee shall remain with Licensor. Licensee shall not sell, publish, disclose, display or otherwise make available the Software or copies thereof to others. Licensee agrees to sell and not protect the Software against disclosure with the exception of Licensor's agents hereon and to take appropriate action by instruction or agreement with its employees, agents or consultants who are permitted access to the Software to carry out Licensor's obligations hereunder.

7. PATENT AND COPYRIGHT INDEMNIFICATION

Licensee is neither authorized nor obligated to defend any action brought against the Licensee to the extent that it is based on a claim that the Software used within the scope of the license granted hereunder, infringes a copyright in the United States or a United States patent. Licensor, at its own expense, will defend any action brought against Licensee to the extent it is based on a claim that the Software used within the scope of this agreement, infringes any patent, copyright, license, trade secret or any other proprietary right, provided that the Licensor is immediately notified in writing of such a claim. Licensee shall have the right to control the defense of all such claims, lawsuits and other proceedings. It is agreed that Licensee shall pay such claim, lawsuit or proceeding without Licensor's prior written approval. Licensee shall retain no liability for any claim under this section in a state for patent, copyright, license or trade secret infringement, if based on the use of a superior or altered version of the Software, if such infringement would have been avoided by the use of the latest available version of the software available as an update.

8. DELIVERY AND ACCEPTANCE

Licensor shall deliver the Software to the location designated in Exhibit A. Licensee shall be deemed to have accepted the Software as of the date of the first making station unless another date is specified in Exhibit A.

9. HARDWARE REQUIREMENTS

Notwithstanding any compatibility requirements, Licensee agrees that it will use the system only in conjunction with the computer equipment set forth in the attached Exhibit A or such other computer or computers as Licensee may approve in writing.

10. WARRANTY

10.1 Scope. Licensor warrants that for ninety (90) days after acceptance, the Software will conform to the Software specifications set forth in the QSI Data Systems System Procedure Manual relating to: (a) no failure to operating performance and consistency. During the warranty period, Licensee will use its best efforts to correct defects which substantially affect system performance. Licensee shall without additional charge, correct system errors and issue corrective solutions to Licensee. After the expiration of the warranty period, Licensor shall provide maintenance for software if Licensee subscribes to software maintenance service.

10.2 Warranty Limitation. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE DELIVERY, USE AND PERFORMANCE OF THE SOFTWARE.

10.3 Liability Limitation. Licensor shall have no liability with respect to its obligations under the Agreement for consequential, exemplary, or incidental damages even if it has been advised of the possibility of such damages. Licensee's sole liability, including liability arising out of contract, negligence, and strict liability in fact, shall not exceed any amounts paid by Licensee for the Software.

11. RESPONSIBILITIES OF LICENSEE

11.1 Use by Licensee. Licensee has no control over the operations under which Licensee stores or uses the Software and Licensee does not and cannot warrant the results obtained by its use. The Licensee shall be responsible for the appropriate management and control of its use of the software, including but not limited to: audit controls and reviewing methods, establishing adequate backup plans, and implementing sufficient procedures and checkpoints to verify its requirements for security and accuracy of input and output as well as master and recovery in the event of a system failure.

11.2 Responsibility for Accuracy of Information. Licensee shall remain solely responsible for the accuracy of information obtained from the use of the Software and the use of such information, even if any inaccuracy is due to Software errors or malfunctions. Separately, and without limitation, Licensee shall remain solely responsible for procedures performed or information provided in third parties and shall indemnify and hold Licensor harmless from any claim arising therefrom.

(TAXES)

Licensor shall, in addition to the other amounts payable under the Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, unless exempt per a tax exempt status.

(E) ASSIGNMENT

The License granted hereby shall terminate automatically upon the sale or transfer by Licensee of all or substantially all of its assets to cause a sale or transfer of a controlling interest (defined to be 20% or more of the beneficial ownership of Licensor) or Licensee without the prior written consent of Licensor which consent will not be unreasonably withheld.

(F) TERMINATION

Licensor shall have the right to terminate this Agreement and the License granted hereon:

- (i) if Licensor (1) gives written notice of the event that Licensor, its officers, agents, or employees violate any provision of the Agreement, or
- (ii) in the event Licensee (1) terminates or suspends its business, (a) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute,
- (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority, or (iv) has wound up or liquidated voluntarily or otherwise.

In event of termination by reason of Licensee's failure to comply with any part of the Agreement, or upon any act which shall give rise to Licensor's right to terminate, Licensor shall have the right at any time to terminate the license and take immediate possession of the Software and all copies wherever located, without demand or notice. Within thirty (30) days after termination of this license, Licensee will return to Licensor the Software in the form provided by Licensor or as modified or as modified by Licensee, destroy the Software and all copies, and certify in writing that they have been destroyed. Termination under this paragraph shall not release Licensee of its obligations regarding confidentiality of the Software.

(G) MISCELLANEOUS

15.1 Complete Agreement. Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. The parties further agree that this Agreement, including Exhibit A is the complete and exclusive consent of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

15.2 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, or deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

To Licensor: QSI Data Systems
Post Office Box 14117
Spartanburg, SC 29304

To Licensee: Graham City Treasurer
COUNTY CLERK/TREASURER
Watauga, NC 28691

15.3 Governing Law and Jurisdiction. This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

15.4 Waiver of Remedies. Inaction, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action has arisen.

15.5 Waiver. The waiver or failure of Licensor to exercise an available remedy provided for herein shall not be deemed a waiver of any further right hereunder.

15.6 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

15.7 Headings. The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

WITNESSES SIGNATURES

Licensor:
By: _____

By: _____
Wife Licensor

WITNESSES SIGNATURES

Licensor:
By: _____
By: _____

As to Licensee:

LICENSOR: J.M. SMITH CORPORATION
d/b/a QSI Data Systems

By: _____
Cory Phillips

By: _____
Raymond B. Searcy

LICENSEE: Graham City Treasurer

By: _____
County Treasurer

Title: _____

By: _____



Type of Account (Check one)

- Direct Account
 Agent Bank Account
 Bank Referral, new relationship

Control Number

Name of Bank _____

Branch _____

Merchant Application

Business Information			
Merchant/DBA Name/State Name		Merchant's Legal Name County of Coconee	
Physical Street Address (No P.O. Box) South Pine Street		Legal Address	
City, State, Zip Wainalla, SC 29691		City, State, Zip Wainalla, SC 29691	
ORA Phone (864) 636-4162 ext.	Tax () -	Corp. Phone (864) 636-4162 ext.	Fac () -
Contact Name at this Address Greg Nowell	Email gnowell@coconeesc.com	Contact Name at this Address Greg Nowell	Email gnowell@coconeesc.com
Customer Service Phone # (Required for MOTO and Virtual Merchants only) (864) 636-4162		Website Address (Required for internet merchants) www.coconeesc.com	
Merchant Profile		Web/Mobile Card Information	
Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Professionals Assoc. <input type="checkbox"/> S-Corporation <input type="checkbox"/> Tax-Exempt Org (501c3) <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Other		Market Type: <input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input checked="" type="checkbox"/> Financing/Mortgage <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> MOTO <input type="checkbox"/> Auto Rental <input type="checkbox"/> E-Card <input type="checkbox"/> Cash Advance <input checked="" type="checkbox"/> E-commerce <input type="checkbox"/> Other _____	
Type of Goods or Services Sold Tax payment collection		Sales Profile (Must total 100%)	
SIC Code		Card Swipes _____ %	
Fees in business under contract (swipe %):		Manually Keyed with Imprint _____ %	
Federal Tax ID#		Mail Order/Telephone/Internet _____ 100%	
Do you currently accept Visa/MasterCard? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Total = 100%	
Does merchant accept cancellation before the customer receives product or service?		Self-check in this category? _____	
How long does customer wait before product is received? _____		% of total that is prepayment? _____	
Does merchant offer warranties, title, subscriptions, memberships or other extended services? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Duration of extended service or benefit (if/when): _____	
Annual Visa/MC Sales: \$101,200		Average Ticket: \$250.00	
		Total Visa/MC Sales (multiple locations only): \$ _____	
Cardholder Bank (Required) Information		Cardholder Statement Address	
HSBC Bank USA, National Association Merchant Support Group P. O. Box 3253 Buffalo, New York 14240 716-841-3350		Citicore EFS National Bank 2525 Horizon Lake Drive Suite 120 Memphis, TN 38123 901-271-8000	
Important Member Bank Responsibilities		Important Merchant Responsibilities	
1. A Visa Member is the only entity approved for receipt, acceptance or Visa product directly to a merchant. 2. A Visa Member must bear primary (agent) to the Merchant Agreement. 3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. 4. The Visa Member is responsible for ensuring that funds settlement funds to the Merchant. 5. The Visa Member is responsible for all limits and reserves that are derived from a merchant.		1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargeback below three (3)%. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa Operating Regulations. (The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands their own responsibilities)	
Cardholder Data Storage Compliance			
Is cardholder data stored? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, where is Card Data Stored? <input type="checkbox"/> Merchant <input type="checkbox"/> CXP Only <input type="checkbox"/> Both Merchant & CXP <input type="checkbox"/> GAA Export Only			
Name of Primary CXPVAR? _____			
Name of Secondary CXPVAR? _____			

For assistance regarding Card Services, contact Global Payments, Corp. Customer Service, 11000 Park Blvd, Suite 1000, Owings Mills, MD 21117, or call 1-800-357-2838.
 Note: Billing disputes must be forwarded in writing to Customer Service within 90 days of the date of the statement and only if we:

Owner/Officer Information

Name: _____ Title: _____ Date of Birth (mm/dd/yyyy): _____ Social Security #: _____ Home Phone #: _____

Home Address: _____ City: _____ State: _____ Zip Code: _____ Years There: _____ Own/ Rent? _____

Former Address (if less than 1 year at current address): _____ City: _____ State: _____ Zip Code: _____ Years There: _____ Own/ Rent? _____

Name: _____ Title: _____ Date of Birth (mm/dd/yyyy): _____ Social Security #: _____ Home Phone #: _____

Home Address: _____ City: _____ State: _____ Zip Code: _____ Years There: _____ Own/ Rent? _____

Former Address (if less than 1 year at current address): _____ City: _____ State: _____ Zip Code: _____ Years There: _____ Own/ Rent? _____

Bank Information (Merchant Must Check on Bank History)

Bank #	Routing Number	DDA/Checking Account #	Deposit	Discount	Chargebacks	Equipment	Supplier	Misc. Fees
Bank 1			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Merchant Site Survey Report (To Be Submitted by Sales Representative)

Merchant Location: Retail Location with Store Front Office Building Kiosk/Store Other: _____

Business Area: Commercial Industrial Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? YES NO

Is the location: _____

Does the Merchant use a Fulfillment House? YES NO If yes, was the Fulfillment House inspected? YES NO

The Merchant: Owns Leases the business premises

Further comments by Inspector (must complete): _____

I hereby verify that this application has been fully completed by merchant/approver and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Merchant app. prepared by (print name): _____

Representative Name: _____ Representative Signature: X _____ Date: _____

Sales Rep Name: Susan Paron Sales Rep Code: 2370 Sales Rep Phone Number: (704) 622-0778 Sales Rep Email Address: Susan.Paron@Globalpay.Com

Equipment and Terminal Application

Process Method: EUC Touchscreen Pad

Platform: iSeries Central

Printer: Own Purchase

Purchase Price per Unit: \$ _____

Purchase Quantity - Standard: _____

Purchase Quantity - Handheld: _____

Total Regular Plates Needed: _____

Total Amex Plates Needed: _____

Total Plastic Cards Needed: _____

Global to schedule download? YES NO

Global install? YES NO

Own Reprocesor Purchase Lease Rental

Item	Quantity	Individual Pricing		Combination Pricing	
		Amount	# Payments	Amount	# Payments
Terminal		\$		\$	
Printer		\$		\$	
Check Reader		\$		\$	
PIN Pad		\$		\$	

Terminal Type: _____

Printer Type: _____

Check Reader: _____

Terminal Application / PC Software Type: _____

CAF/MAR Order: _____

CAF/MAR Name: M. Smith

Number of TIDs: 1 Product: _____

Term type: IME VAR Section: Terminal Host

Order PC Software: Own Purchase

Term purchase price: \$ _____ # of payments: _____

Special Instructions: PLEASE INCLUDE A VOIDED CHECK WITH APPLICATION
PLEASE BE SURE TO INITIAL ALL CHARGES AT BOTTOM RIGHT
THERE IS NO \$ 20 BATCH PSE CHARGE

*Note: that I am in Debt (Paying) to the
Merchant for certain services - I am not
including the invoice for*

waiver the acceptance of Direct Deposit's debit sponsorship of Merchant under the Card Services Agreement. Your Transfer may require the Agreement to be from subsidiary, affiliate, or successor-in-interest.

29. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.

Merchant agrees to issue Benefits to Beneficiaries in accordance with the provisions specified herein and in all communications and user guides provided or referenced by Global Direct, all provided from time to time (including but not limited to the Card Acceptance Guide) which is incorporated into and made a part of the Card Services Agreement, and pursuant to the Quick Operating Rules (the "Rules"), as amended from time to time, as posted on the National Automated Clearing House Association's approved by the United States Department of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with applicable law. Merchant agrees to engage with all the requirements, laws, rules and regulations pertaining to the delivery of services to Beneficiaries through Benefit Redemption and Transfer. Merchant understands that Beneficiary under the Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an Eligible Merchant ("Merchant") for such term as defined in the Rules and is not currently suspended or disqualified by FNS. Merchant agrees to accept and reimburse its loss against all necessary permits, franchises, or other authorizations required to lawfully effect the issuance and distribution of Benefits under the Card Services Agreement, including without limitation, any applicable franchise or corporate and non-governmental organization's conditions and provisions that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant accepts and shall defend and indemnify from any cause of claim, damages or claims or claims for any violation by Merchant, Global Direct may terminate or modify the provision of Services to Merchant. If any of Global Direct's agreements with government U.S. agencies are terminated for any reason or if any party terminates or terminates services to Global Direct that is a direct result or consequence of any of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or state law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or an EBT Service Provider to address such conflict with any law. No law or regulation unless Merchant, provides that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall prohibit the State from commencing appropriate administrative or legal action against Merchant or for taking any action or refusal to take action to any applicable Federal, State or local entity. Any reference to "law" herein shall mean the State in which Merchant issues Benefits without error. If Merchant issues Benefits in error that are from previous terms, then the reference shall mean both such State(s) only, not jointly.

30. NON-QUALIFIED SURCHARGES/CROSS-BORDER FEES.

Merchant agrees to accept from Card Services (on Schedule of the Merchant Application) T&E merchant (airfare, car rental, cruise line, fuel card, lodging, restaurant, retail store, transportation) may have separate surcharges for consumer and commercial (B2B) transactions. Transactions that do not clear as posted are subject to non-qualified surcharges (NQS), the amount paid back to you on your merchant statement. The most predominant market sectors and applicable non-qualified surcharges are as follows. Non-qualified surcharges will be provided by using a merchant ID, support authorization and master data requirements established by the card associations and that are subject to change from time to time. Some non-qualified surcharges occur on specific types of cards (including without limitation, Visa Rewards Card, Visa Signature Card, Visa Infinite Card, MasterCard World Card and "foreign" cards issued outside the United States) and are applicable based on the card association's requirement to assess all types of credit cards. If the merchant accepts credit cards, unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, USA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, this is also applicable based on the card association's requirement to accept all types of credit cards. If the merchant accepts credit cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards, the card associations require the information from the original authorization, including a lifecycle identifier, no returns, and returned card payment authorization and/or the cardholder's name. The card associations utilize this information as part of the clearing and settlement process. If verification data is not provided and returned, then the transaction will not clear as posted and will incur NQS. For more information (including NQS and a view card list data), you may wish to check the official Direct website (www.getmymerchantid.com) for card processor information and a Global Direct Access Group (GAG) for transaction data review.

Merchant will incur a processor Cross Border fee for international MasterCard and Money transactions. Any transaction between Merchant and a Merchant or Merchant and their website in the United States will be assessed an additional fee, which will be detailed as a separate item on the card's merchant statement.

NON-QUALIFIED SURCHARGES FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with electronic pricing (i.e., Business Card Rate) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate listed. Each transaction not processed as outlined, including without limitation, retail transactions, card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Infinite Card, MasterCard World Card and any commercial cards, will be priced at the merchant rate + 4.9%.

- Obtain a magnetic strip card (with appropriate amount) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature.
- Settle and transmit funds wire (or via terminal electronic system).

Restaurant Electronic Merchant

If you are a Restaurant Merchant (MCC 5812 or Full Food Restaurant MCC 5814) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate listed. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Infinite Card and MasterCard World Card, will be priced at the merchant rate + 4.9%. Commercial Card transactions that meet these requirements will be subject to the Business Card requirement of the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the Business Card rate of plus 4.9%.

- Obtain a magnetic strip card (with appropriate amount) at the time of sale.
- Obtain a single electronic authorization.
- Obtain a cardholder signature.
- Settle and transmit funds wire (or via terminal electronic system).

Supermarket Electronic Merchant

If you are an approved (checked) supermarket, food store and utilize a certified terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction which meets all of the following requirements will be priced at the rate(s) listed for Supermarket Check Card and Supermarket Check Card (each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Infinite Card, and MasterCard World Card and commercial cards, will be priced at the rate listed plus 4.9%.

- Obtain a magnetic strip card (with appropriate amount) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature.
- Settle and transmit funds wire (or via terminal electronic system).
- The Electronic authorization amount must be equal to the transaction amount on all Visa Rewards transactions.

Developing Market Electronic Merchant

If you qualify as a Developing Market Merchant (as defined by government guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate listed. Any card's transaction, including commercial and B2B transactions, and international steps and foreign transactions will be priced at the merchant rate + 4.9% in Merchant ID, Visa Signature, not processed as outlined, but may still be used for card processing and settlement systems, will be priced at the rate listed plus 4.9%.

- Obtain a magnetic strip card (with appropriate amount).
- Settle and transmit funds wire (or via terminal electronic system).
- Receive market data as requested. (Merchant)

NOTE: If you do not intend to do a magnetic stripe card does not exist, then Merchant may be required to comply with **Direct Merchant** master card processing requirements. Any request for merchant billing address at time of authorization is denied in order and cardholder signature is required, whether the magnetic stripe is damaged, then Merchant may be required to enroll AYS merchant cardholder billing address only.

Direct Merchant Electronic Merchant

If you are a Direct Merchant (eligible Order Merchant) non-merchant service card transactions, and utilize a certified terminal, product or electronic system for authorization and settlement through Global Direct, such transactions will be processed at the following requirements will be placed at the rate quoted. Any other transaction, including all foreign transactions and certain e-mail transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Infinite Card, and Mastercard WorldCard, will be processed at the rate quoted plus 1.45%.

Global Direct electronic authorization and settle for authorized accounts (see separate permission Visa transactions to make authorization successful to settle amount).

- Address Verification Request to authorize non-merchant billing address.
- Merchant data (store data) is clear data.
- Settle order number with each transaction.
- Settle and transmit business card data via your terminal or host system.
- Send new AYS data (line non-data, user tax, customer card) with every eligible commercial card transaction.

NOTE: Card Not Present transactions including internet, recurring, or mail-order bill payment transactions are subject to additional card association requirements which must be examined with to avoid NQS. Business cardholder transaction requirements are also subject to additional card-association requirements which must be complied with to avoid NQS. Please refer to Card Association Guide for additional requirements.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-merchant service card transactions) and utilize a certified terminal, product or electronic system for authorization and settlement through Global Direct, such transactions will be processed at the following requirements will be placed at the rate quoted. Each Visa transaction not processed as authorized, but transaction rate due to next day Visa card immediate card payment, will be placed at the rate plus 1.65%. Each Visa business and commercial card transaction will be placed at the rate quoted plus 1.65%. Any other transaction the does not meet the following requirements, including without limitation foreign transactions and the exempt Visa (Commerce) transactions, will be placed at the rate quoted plus 1.65%.

• Global Direct electronic authorization and settle for authorized accounts (see separate permission Visa transactions to make authorization successful to settle amount).

• Address Verification Request to authorize non-merchant billing address.

• Purchase data (store data) is clear data.

• Merchant data (customer card) with each transaction.

• Send tax amount with every transaction.

• Send Card 3 data (customer detail) with every eligible commercial card transaction. Business cardholder transactions will not be processed if card data is submitted unless they include Card 3 data (customer detail).

• Settle and transmit business card data via your terminal or host system.

Lodging/Air/Rental Electronic Merchant

If you are a Lodging or Air/Rental Merchant utilizing a terminal or clearance system for authorization and settlement through Global Direct, such transactions will be processed at the rate quoted. Any other transaction, including without limitation foreign transactions and the exempt Visa (Commerce) transactions, will be placed at the rate plus 1.45%. Business cardholder transaction requirements are also subject to additional card-association requirements which must be complied with to avoid NQS. Please refer to Card Association Guide for additional requirements.

• Global Direct electronic authorization and settle for authorized accounts (see separate permission Visa transactions to make authorization successful to settle amount).

• Global additional electronic authorization is void partial reversal or being card authorized amount within 25% of stated amount. Authorizations must meet authorization requirements.

• Business cardholder agreement for Card transaction amount.

• Purchase data is clear three-digit data and card data.

• Length of stay reported is from arrival date.

• Hotel Enrollment Agreement Number and stored in direct-to-host or direct-to-terminal with each transaction.

• Additional charges data may be required for additional card transactions to avoid NQS. Lodging merchants with (1) pre-authorized debit for advance payment, (2) government guarantee name for rate card, (3) provide express checkout services, (4) guests or (5) minor charges to Card add, and bill for ancillary/residential charges must comply with applicable bank and business card requirements for these services to avoid Visa additional performance and settlement metrics data requirements to avoid NQS. These transactions may also be subject to the rate quoted plus 1.45%. Please refer to Card Association Guide for requirements and best practices for these transactions.

Touch Tone Capture Merchant

Transactions which utilize the Touch Tone Capture system for authorization and settlement, with beyond 98 hours to settle are transmitted via the Touch Tone Capture system, will be placed at the rate quoted in the Card Services Fee Schedule (see Merchant Application plus 1.00%.

Paper Deposit Merchant

Non-merchant electronic paper deposit transactions will be processed at the rate quoted in the Card Services Fee Schedule (see Merchant Application plus 1.00%.

Debit Card Merchant

Each Debit card transaction will be processed at the rate quoted in the Card Services Fee Schedule (see Merchant Application plus 1.00%.

Card Present / Mag-Stripe Failures

A magnetic stripe card is also treated as an electronic payment. If the magnetic stripe is damaged, then when authorization fails, a merchant may be required to print receipt and/or get back the cardholder with prompt for cardholder billing approval and permission AYS class for a up to 60 days. Any-amount card transactions are subject to higher merchant fee and NQS.

The following information regarding NQS is not complete therefore and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments, Customer Service Center, 10000 Sun Run Way, Chevy Chase, Maryland 20815, phone: (800) 663-1658.

Note: Billing disputes must be resolved through the cardholder service within 60 days of the date of the statement cycle close.

For Merchant Contact:

HSBC Bank USA, National Association
Merchant Support Group
100 Sun Run Way
Chevy Chase, MD 20815
800-663-1658
301-441-4060

American Express Bank
e- Merchant Division
P.O. Box 140
Fairfield, TX 79408-0140
800-663-1658

Global Bank & Trust
Merchant Support
600 Sun Run Way
Frostproof, Florida 33950
800-663-1658

For Debit Sponsor Contact:

Capital One National Bank
2525 Oregon (aka Tulsa) Suite 120
Memphis, TN 38117
800-663-1658

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7:00pm

ITEM TITLE OR DESCRIPTION:

An agreement to provide the capability to print vehicle registration decals as part of the vehicle license tag renewal and vehicle property tax payment.

BACKGROUND OR HISTORY:

This is a planned enhancement for the Treasurer's Office which will provide two benefits. First, it will save citizens time when paying their vehicle taxes. Currently, citizens are required to go to the highway department to receive their tag decals. With the implementation of this project, when the taxes are paid, the Treasurer's Office will be able (in most cases) to print a decal for the taxpayer and save the trip to the Highway Department. The second benefit is that County will realize an income stream from payments of a 1.00 per tag, which the County will collect instead of the Highway Department. Smith Data Processing will provide this software, since the County is currently using this software in the Treasurer's Office. This is an enhancement to existing software.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

To approve this contract for this software for the Treasurer's Office with Smith Data Processing.

FINANCIAL IMPACT:

The County should realize an income stream of approximately \$37,000.00 after costs. An analysis of the income stream and costs is attached as is an addendum to the SDP contract.

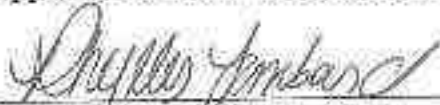
ATTACHMENTS:

1. Contract with Smith Data Processing
2. Addendum to the Smith Data Processing Contract

Submitted or Prepared By:

Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:



Phyllis Lombard, Interim County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Department

C: Clerk to Council



QS/1 Governmental Solutions

OCONEE COUNTY CDR AGREEMENT

05/01/07

SDP will add a \$3.00 Decal / Registration issuance fee to all vehicle renewals except those designated by the county, in which case the fee will be \$0.00 (zero dollars). The following vehicles are normally excluded:

- (1) Vehicle type is 4
- (2) Plate class is AP, AT, OF, or AH

The County will collect and keep this \$3.00 per notice on every paid vehicle renewal.

SDP will provide software to issue the decal and registration along with the paid tax receipt at the time taxes are paid.

SDP will charge \$0.17 per renewal notice for this service. Billing will be monthly based on the number of vehicles valued each month.

These charges will begin with the first month of renewals processed by SDP once the County is live on the system and issuing decals along with the paid tax receipts.

Attached are conditions from Oconee County which have been included out of this contract - 3 - page

Thomas R. McLeod
Vice President, QS/1

Treasurer, Oconee County

Auditor, Oconee County

County Administrator, Oconee County

DOONEE COUNTY CIDR PROJECT
05/01/07

- The project allows the County Treasurer's Office to participate in the County Issuance of Registrations and Decals for motor vehicles (CIDR). This means the Treasurer would issue the SC DMV registration and decal along with the paid tax receipt for eligible taxpayers.
- SDP will provide hardware, software and training to enable the Treasurer provides this service to the taxpayers.
- The County will collect a \$1.00 fee per renewal to defray the costs of this program. This is new revenue for the County. On average, 5,400 vehicles charged per month, 80% of these pay (are collected). This means \$4,320 / month x 12 months = \$51,840 in fees to the County.
- Savings on tax forms: SCDMV provides decal / registration / tax receipt forms at no charge. This reduces the number of regular tax receipts (needed for real estate, delinquent, and ineligible vehicles) used by the County by about 1/3 (estimated). The County is using laser receipts now.
- What it costs:
Hardware upgrade 6 extra drawers for existing laser printers: \$ 2,253.55
Software costs: No up front money. SDP charges \$0.17 per renewal issued each month. Begins the first month processed by SDP after the county is live on the CIDR project. This allows the County to collect one month of fees before any billing for SDP. In other words - no new out of pocket money from the County for software or software maintenance. SDP assumes the financial risk of this project in these changing times.

• Net money to County	
Charged by SDP each month (on average)	5400 x \$0.17 = \$ 918.00
Collected by County each month (80%)	4320 x \$1.00 = \$ 4320.00
Net per month (on average)	3402.00
	X 12
	\$40,824.00

Oconee County Additions to SDP contract for CIDR

- 1) Currently the Oconee County (County) treasure's office has the necessary hardware for the printing of SCDMV decals.
- 2) If Oconee County decides at some future date to cease the printing of SCDMV decals or decides to utilize some other software, and process to print the SCDMV decals then: The County will ceases to utilize SDP software for the printing of decals and the County will no longer be obligated to pay SDP any charges (as enumerated in this contract with SDP - for the CIDR project) for the printing of decals and the terms of this contract with SDP for the Oconee County CIDR project will be consider null and void at that time.

Initials:

Thomas R. McLeod: _____
SDP

Treasure, Oconee County: _____
Auditor, Oconee County: _____
County Administrator, Oconee County: _____

Net Money to Decatur County	per dialer	Adv # of Decal issued Net	
changes by sdprinc		4323	(5734.40)
control by the county		4323	\$4,320.00
Costs for supplies / ink / paper		4323	(432.00)
Net to the county per mo			\$3,458.60
number of months			12
Total appx net to Decatur County			\$37,843.20
Total appx net to SDCP NY			\$8,872.80

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7:00pm

ITEM TITLE OR DESCRIPTION:

An agreement to provide a software upgrade for the Clerk of Court's Office with Smith Data Processing (SDP) Software for Court Management.

BACKGROUND OR HISTORY:

As part of an overall upgrade of the Clerk of Court's software applications, the Clerk of Court plans to acquire a maintenance release of software that utilizes a true graphical interface and a relational database. This is a significant increase of use for these applications. The proposed software upgrade will upgrade the following applications - Court Index, Fines & Fees, Clerk Jury Management, and Clerk Case Inquiry. The necessary hardware and system software is currently in place.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

To approve this contract for the software upgrade for the Clerk of Court's Office with Smith Data Processing.

FINANCIAL IMPACT:

This is a one time cost of \$17,650.00 that would be funded by the Clerk of Court's budget code (010-501-50840). This money for this purpose was requested in the budget process for this Fiscal Year. The contract is attached.

ATTACHMENTS:

1. Contract with Smith Data Processing

Submitted or Prepared By:

Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Phyllis Lombard, Interim County
Administrator

Reviewed By/ Initials:

____ County Attorney

 AVP Finance

____ Department

C: Clerk to Council



p.o. box 6052
spartanburg s.c. 29304

OS/1 Data Systems
(864) 253-8650
1-800-235-0762
FAX (864) 253-8662

Oconee County
205 W. Main Street
Walhalla, SC 29691

Agreement to purchase Windows Upgrade for Court Indexing, Fines &
Fees and Jury Selection
for
Clerk Of Court

By: Perry Burnett
OS/1 Data Systems
05/25/2007

Oconee County
 Q5/1 Data Systems
 05/28/2007

Description of Agreement for Software and Services

Agreement to purchase: COURT REUSE WIN UPGRADE, JURY FINE FEE WIN UPGRADE, CLERK FEE WIN UPGRADE and CLERK INQUIRY WIN UPGRADE to load onto new server.

Note: The following hardware specifications are needed for the new software upgrade:

Server:

Microsoft Windows 2000 or 2003 Server Edition (32 bit)
 Microsoft Client Access Licenses
 Microsoft SQL 2000 Server Standard Edition with Client Access Licenses
 Server with hard a minimum of (+) 75 GB hard-drives
 Minimum of 2 GB of memory
 Minimum of Pentium 2.0 GHz Processor
 CD Rom
 Tape Backup must be compatible with hard drives
 Veritas Backup Exec Software
 Norton Antivirus for Servers

Workstations:

Windows 2000 or XP Professional (has currently running with Vista at this time.)
 Minimum of 1 GB memory
 Minimum of Pentium 2.0 GHz Processor
 CD Rom

Printers:

Lanmark Laser 650 or 642 with duplexer

Network:

Access card at 100Mbit (switch or hub)

Geonce County
 QS/T Data Systems
 05/25/2007

MUNICIPAL FOR GEONCE COUNTY

PREPARED BY: PERRY RICHNEY

COOPER COUNTY
 150 W. MAIN STREET
 WALHALLA, SC 29699

BUDGET A
SOFTWARE COSTS

QTY	WEIGHT	DESCRIPTION	PRICE	EXTENDED	UNIT
1	0001	COURT INDEMNIFICATION	\$3,000.00	\$3,000.00	\$0.00
1	0004	REST/FINANCE WIN UPGRADE	\$1,000.00	\$1,000.00	\$0.00
1	0007	CLERK JURY WIN UPGRADE	\$3,000.00	\$3,000.00	\$0.00
1	0009	CLERK JURY WIN UPGRADE	\$3,000.00	\$3,000.00	\$0.00
TOTAL SOFTWARE COST				\$10,000.00	\$0.00
TOTAL SOFTWARE COST				\$10,000.00	\$0.00

Oconee County
 OS/1 Data Systems
 05/25/2007

Terms of Contract

Software prices in this quote are valid for a period of 30 days.

Invoicing

Invoices for this order will be issued according to the *Initial Payment Terms* shown below. Maintenance invoices will be issued separately. These invoices are due and payable when received. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Investment Totals

Total Initial Investment Base	\$13,000.00
Sales Tax of 4% based on \$13,000.00	\$520.00
Crush	\$30.00

Total Initial Investment:	\$13,650.00
----------------------------------	--------------------

Initial Payment Terms

Final Payment: All unpaid balance (due upon start of service per software application.)	\$13,650.00
---	-------------

Oconee County
QS/1 Data Systems
05/25/2007

Maintenance

I. Hardware Maintenance :

A *Hardware Maintenance* agreement should be considered payable 30 (thirty) days after installation and billed either quarterly or annually thereafter. I understand that if the equipment fails after warranty and a maintenance agreement is not purchased, our agency must issue purchase orders when repairs are needed. Also, my agency will either send the equipment to QS /1 in Spartanburg, South Carolina for repair or request possible service on site on a *Time and Materials* basis.

Software Licensing

The parties acknowledge and agree that all software -notwithstanding for software not produced by QS/1 Data Systems are between client and software manufacturer, and QS/1 Data Systems is not acting as an agent for any such manufacturer. Client acknowledges that it is their responsibility to know how many licenses are needed for their business and to purchase the legal amount. Client understands and agrees that QS/1 Data Systems cannot be held liable in any way for performing work on a client computer that has a legally pirated software. QS/1 Data Systems will assist client in determining licensing requirements but any and all such efforts not included in this agreement will be considered in addition to the services herein and will be billed separately.

Oconee County
QS/1 Data Systems
05/25/2007

Training

QS/1 Data Systems takes pride in the proper training of your employees so they may effectively utilize the system. Training will be scheduled by an QS/1 Data Systems representative with the designated person from your staff. This Training will take place with a QS/1 Data Systems representative either at the customer site or remotely via the internet. This proposal includes training for each software system purchased in accordance with the schedule that follows.

Software	On-site Days	Remote Hours
COURT INDEX WIN UPGRADE	2	0
RSSI/FINE/FEE WIN UPGRADE	3	0
CLERK JURY WIN UPGRADE	2	0
CLERK INQUIRY WIN UPGRADE	(.5)	0
Total	(7.5)	0

IMPORTANT

- If training exceeds the number of visits specified above, a charge per visit for training will apply.
- It is the responsibility of the customer to have the employee or employees available to be trained at the scheduled training sessions. Cancellation of a scheduled training session requires a minimum of 24 hours advance notice. **Failure to notify QS/1 Data Systems of a training cancellation in a timely manner will result in the forfeiture of the allotted training visit(s).**

Geenie County
QSI Data Systems
05/25/2007

Governing Law and Jurisdiction

This agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this agreement shall be South Carolina.

No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish or favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone, not a party to this Agreement, to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

Express Warranties, Disclaimers and Damage Limits

- (a) **Limited Express Warranty.** QSI Data Systems warrants that it will supply the hardware described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.
- (b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (c) **Right to Damages Limited.** Under no circumstances will QSI Data Systems be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.

Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be applied from any of the terms and provisions of this agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement, were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement, will be effective unless reduced to writing and signed by the representatives of both parties with actual authority to bind the parties.

Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Accounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Oconee County
QS/1 Data Systems
05/25/2007

Signatures and Initials

Please have the appropriate authorized person sign one copy of this contract and return it to QS/1 Data Systems. Signing this contract indicates that your agency agrees to abide by the statements and terms described in this document.

Initials

Software Maintenance

Bill us:

Quarterly

Annually

Training

I understand and agree with the Training Schedule set out in this contract under Training.

Software

I understand that the software is sold "as is" unless noted previously under Special Notifications.

**JM Smith Corporation
d/b/a QS/1 Data Systems**

Oconee County

By: _____ By: _____

Party Name

Title: Marketing Manager Title _____

Date: _____ Date _____

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7:00pm

ITEM TITLE OR DESCRIPTION:

An agreement to provide the capability to increase the cell phone coverage inside the Law Enforcement Center.

BACKGROUND OR HISTORY:

This enhancement for the Law Enforcement Center & Emergency Management would allow most of the currently existing cell phone dead zones to be eliminated. Sprint / Nextel, the County's current cell phone provider, would install Cell Phone Repeaters inside the LEC. These pieces of equipment would increase the cell phone coverage within the building, allowing officers to utilize their cell phones while in the Law Enforcement Center. This would increase the over-all capability of the Law Enforcement Officers to communicate and perform their duties.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

To approve this Sprint Communications Contract for Cell Phone Repeaters within the LEC.

FINANCIAL IMPACT:

This would cost the County an extension of the current Nextel contract for 3 months. This extension would last from March 2008 through June 2008.

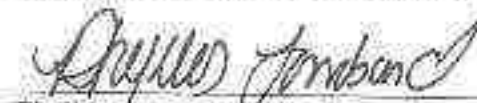
ATTACHMENTS:

1. Contract with Sprint Communications

Submitted or Prepared By:


Richard E. Reeves, Information Technologies
Director

Approved for Submittal to Council:


Phyllis Lombard, Interim County
Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Department

C: Clerk to Council

L-2

**SPRINT'S PUBLIC SECTOR
CUSTOMER NETWORK SOLUTIONS BASIC AGREEMENT**

The Customer Network Solutions Basic Agreement ("Agreement") is entered into as of the date of last signature below ("Effective Date") between Sprint Solutions, Inc., a Delaware corporation, as contracting agent on behalf of the applicable affiliated entities providing wireless telecommunication equipment and services to Customer, with an address at 2001 Edmund Haley Drive, Reston, Virginia 20191-3735 ("Sprint"), and Oconee County.

BACKGROUND

- A. Customer owns, leases, subleases, licenses or uses real property, including all or a portion of the outparcel, located at the following address: **300 S. Church St, Walthalla, SC 29691** (the "Premises").
- B. Sprint affiliates own or operate CDMA and ULEN wireless networks to provide wireless telecommunication services in certain geographic areas throughout the United States (the "Services"). Sprint is authorized to act as a contracting agent on behalf of the applicable Sprint affiliated entities providing the Services and Devices.
- C. Customer and Sprint have entered into an agreement (the "Service Agreement") under which Customer purchases Services and wireless devices for use with the Services (the "Devices").
- D. Customer desires that Sprint install, operate and maintain certain existing wireless distribution equipment to enhance the coverage of Services at the Premises.

Project Name: Oconee County 415 (SC)
Project ID: EMBSC00203
Acct Number: 455049635

AGREEMENT

The parties agree as follows:

- 1. Term.** The initial term of this Agreement will begin on the Effective Date and continue for 1 year ("Initial Term"). The Term may be extended for successive 2-year periods upon the mutual written agreement of the parties (each a "Renewal Term").
- 2. Responsibilities of Customer.**
 - (a) Beginning 6 months after installation of the Equipment and continuing for the remainder of the Initial Term and any Renewal Term, Customer will purchase, activate and maintain a Service fee generating status, a minimum of 119 Devices ("Purchase Commitment") of which 0 Devices will be purchased after the Effective Date. For each month, Customer fails to satisfy the Purchase Commitment, Customer will pay Sprint a Monthly Shortfall Fee equal to (i) the number of Devices subject to the Purchase Commitment, (ii) less the number of active Devices, (iii) multiplied by \$40 (the "Monthly Shortfall Fee").
 - (b) If this Agreement is terminated for Customer's default or convenience, pursuant to Section 30, before the end of the Initial Term or their current Renewal Term, Customer will pay an early termination fee calculated as follows: (i) the number of Devices in the Purchase Commitment, (ii) multiplied by \$40.00, (iii) multiplied by the number of months remaining in the Initial Term or Renewal Term, as applicable, after the date of termination (the "Early Termination Fee").
 - (c) Customer will pay Sprint an engineering and connection fee ("Connection Fee") of \$0.00 within 30 days following the Effective Date.
- 3. License and Use.** Customer grants to Sprint a license to install, operate, maintain and remove the Equipment at the Premises. Sprint, in its sole discretion, reserves the right to repair, replace, modify and upgrade the Equipment, from time to time. Sprint will use the Premises in a manner that will not unreasonably disturb the occupancy of Customer. Customer will provide Sprint with unrestricted, escorted access to the Premises during Customer's normal business hours and at other times as mutually agreed by Customer and Sprint. Customer will provide Sprint with a contact telephone number to call 24 hours a day, 7 days a week to arrange for emergency access to the Premises. Sprint will follow Customer's reasonable security requirements for access to the Premises. Sprint will retain exclusive ownership and title of the Equipment at all times. Sprint will have no obligation to install, operate or maintain the equipment at any Customer facility other than the locations on the Premises.
- 4. Representations and Warranties.** Customer represents and warrants that (a) it has authority to enter into this Agreement, and (b) it has the authority to grant Sprint the access and license to use the Premises as contemplated by this Agreement and Customer has obtained or will obtain all necessary permits, approvals and approvals required for installation, operation and maintenance of the Equipment.

5. Right to Remove Equipment. Within 60 days following the expiration or termination of this Agreement, unless otherwise agreed to in writing by the parties or as otherwise required by applicable law or regulation, Sprint may enter the Premises without recourse to legal proceedings and remove and take possession of the Equipment. Sprint may, but will have no obligation to, remove any cabling that is connected to or a part of the Equipment. Upon removal of the Equipment, Sprint will restore the Premises to substantially its original condition at the beginning of the Agreement, except for ordinary wear and tear. Customer will give Sprint at least 90 days advance written notice of Customer's intent to vacate the Premises.

6. Assignment. Sprint may assign this Agreement or its rights under this Agreement or sublicense the Premises to any of its subsidiaries, affiliates or successor legal entities or to any entity acquiring all or substantially all of its assets.

7. Utilities. Customer, at its expense, will provide Sprint with electrical service for immediate hook-up as required for installation and operation of the Equipment. Sprint's obligation to install, operate and maintain the Equipment is contingent on access to appropriate utilities, including electrical service and a T-1 telecommunication line, if applicable, being available on an on-going basis at the Premises. Sprint will be responsible for the monthly recurring cost of telecommunication service provided via any T-1 telecommunication line required for operation of the Equipment.

8. Interference. Sprint will use commercially reasonable efforts to prevent and resolve interference with Customer's equipment and systems in operation at the Premises as of the Effective Date to the extent the interference is caused by the Equipment. Sprint may discontinue operation of the Equipment until the interference is corrected or eliminated. After installation of the Equipment, if Customer installs, has installed or permits the installation of equipment at the Premises that causes interference with the Service or the Equipment or operations, the parties will negotiate in good faith to develop and implement commercially reasonable means of mitigating and eliminating the interference. If the parties are unable to mutually agree on and implement commercially reasonable means of mitigating and eliminating the interference, Sprint may terminate this Agreement and Customer will be liable for any Early Termination Fee. Sprint is not liable for any Service interruptions caused by interferences created by Customer's or any third party's equipment and Customer will continue to be liable for Service charges during the period of Service interruption if such interference occurs.

9. Insurance. Prior to the installation of the Equipment and during the Initial Term and any Renewal Term, Sprint will maintain the following insurance coverage: (a) Workers Compensation Insurance in accordance with the laws of the state where the Premises are located or any other applicable jurisdiction; (b) General Liability Insurance (Broad Form Liability, Employment) in an occurrence basis with a minimum combined single limit for Personal Injury, Property Loss and Damage, Contractual and Independent Contractor of not less than \$1,000,000 per occurrence; (c) Business Automobile Liability Insurance with combined Single Limit Liability of not less than \$1,000,000, which will include owned, hired and non-owned automobiles. The policies for the General Liability Insurance coverage will be primary and noncontributory to any similar insurance or self-insurance that Sprint maintains and must, upon written request of Customer, name the Customer as an additional insured. Customer may access certificates of insurance or the memorandum of insurance for Sprint at the following Internet address: <http://www.sprint.com/CDN/Intel>.

10. Termination. (a) Sprint may terminate this Agreement as follows:

- (1) before or during installation of the Equipment with at least 10 days written notice if Sprint encounters unanticipated site conditions that were not apparent during Sprint's site surveys) of the Premises which result in a material increase in the installation cost to Sprint or have an adverse impact on Sprint's cost or ability to install, operate and maintain the Equipment;
- (2) by sending written notice to Customer if the Equipment causes signal interference in accordance with Section 5 that cannot be cured through the use of commercially reasonable efforts;
- (3) if Sprint is unable to access and use the Equipment at the Premises due to an action of the Federal Communications Commission, such as a take back of licenses or change in frequency, or, if after use of commercially reasonable efforts, Sprint cannot obtain or maintain any license, permit or other approval required to be obtained by Sprint and necessary for the installation, operation and maintenance of the Equipment;
- (4) for any reason or no reason with 90 days advance written notice to Customer, provided that if Sprint exercises this right to such termination, Sprint waives its right to collect and Customer will not be obligated to pay an Early Termination Fee;
- (5) if Customer fails to pay any amount owed when due and then fails to make such payment within 10 days after receipt of written notice; or
- (6) if Customer materially defaults in the performance of any of its other duties or obligations under this Agreement, including failure to fulfill the Purchase Commitment or a default resulting from any Customer representation, warranty or covenant being false, incorrect or untrue in any material respect and such default is not cured within 30 days after Customer's receipt of Sprint's written notice.

(b) Customer may terminate this Agreement as follows:

- (1) for any reason or no reason upon at least 60 days written notice, subject to Customer's payment of any applicable Monthly Shortfall Fee and/or Early Termination Fee;
- (2) if Sprint materially defaults in the performance of any of its duties or obligations under this Agreement, and which default is not substantially cured within 30 days after Sprint's receipt of written notice specifying each default. Customer will not be liable to pay Early Termination Fee if this Agreement is terminated by Customer under this Section 11(b)(2) or
- (3) with reasonable prior written notice in the event that Customer does not receive annual appropriations required to fulfill its financial obligations under this Agreement.

11. Maintenance. Sprint will repair and maintain the Equipment and any other improvements installed by Sprint at the Premises in a good operating and reasonably safe condition, provided, however, if any repair or maintenance is required due to the negligent or intentional acts or omissions of Customer, its agents or employees or contractors, Customer will promptly reimburse Sprint for the reasonable costs incurred by Sprint to restore the damaged Equipment to operational condition. Customer will maintain and repair all other portions of the Premises in proper operating and safe condition.

12. Limitations and Condition of Liability. (a) Sprint does not assume and will have no liability under this Agreement for: (i) failure to install the Equipment within a specified time period; or (ii) unavailability or non-operation of the Equipment.

(b) Without limiting the foregoing, Sprint's sole liability for service disruption resulting from the unavailability or non-operation of the Equipment, regardless of the cause, is limited to the applicable remedies and subject to the limitations provided for under the Service Agreement for service disruptions.

(c) In the case of any and all other claims that may arise under this Agreement, in no event is Sprint liable for any consequential, incidental, punitive, special or other indirect damages caused by its negligence or otherwise, nor for economic loss, cost of cover, loss of use or equipment or facilities, cost of re-procurement arising from or relating to Sprint's performance or non-performance under this Agreement, including, without limitation, any service disruption, if or to the extent Customer is liable for any consequential, incidental, punitive, special or other indirect damages caused by its negligence or otherwise.

13. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid or when sent via overnight delivery. Notices to Sprint will be sent to Sprint In-Building Contract, Mailstop K30PHT0101-32653, 6301 Sprint Parkway, Overland Park, KS 66251, with copies to Sprint Solutions, Inc., c/o Vice President Custom Network Solutions, 2003 Edmund Halley Drive, Reston, VA 20191, and to Sprint, Director - Public Sector Legal Department, Mailstop VARE310401-A4166, 2001 Edmund Halley Drive, Reston, VA 20191. Notices to Customer will be sent to the Customer representative below at the first address shown on page 1. Notice addresses may be changed by giving notice as provided in this Section.

14. Compliance with Laws. Customer represents and warrants that the Premises and all improvements are in substantial compliance with building, fire, safety and other laws, codes and regulations of applicable governmental authorities applicable to Customer's and Sprint's use of the Premises. Sprint will comply with all applicable laws relating to its performance of this Agreement.

15. Miscellaneous. (a) This Agreement is governed by the laws of the state in which the Premises are located, without regard to its choice of law principles. (b) This Agreement (including the exhibit) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings by and between the parties. (c) Any amendments to this Agreement must be in writing and executed by both parties. (d) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of that provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. (e) The failure by either party at any time to waive the performance by the other of the provisions of this Agreement will not affect in any way the right to require performance at any later time. (f) No waiver by either party of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement. (g) The parties agree that the Service Agreement is an independent and separate agreement undertaken by the parties and to the extent there is any conflict or inconsistency between this Agreement and the Service Agreement with regard to the Purchase Commitment, the terms of this Agreement will govern.

Each party has caused this Agreement to be executed by its authorized representative.

SPRINT SOLUTIONS, INC.

COONEE COUNTY

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

2008-08-01

**SPRINT'S PUBLIC SECTOR
CUSTOM NETWORK SOLUTIONS BASIC AGREEMENT**

This Custom Network Solutions Basic Agreement ("Agreement") is entered into as of the date of its signature below ("Effective Date") between Sprint Solutions, Inc., a Delaware corporation, as contracting agent on behalf of the applicable affiliated entities providing wireless telecommunications equipment and services to Customer, with an address at 2001 Edmund Haley Drive, Reston, Virginia 20191-3432 ("Sprint") and Oconee County.

BACKGROUND

A. Customer owns, leases, subleases, licenses or uses real property including all or a portion of the building(s) located at the following address: **300 S. Church St. Walthalla, SC 29691** (the "Premises").

B. Sprint's affiliates own or operate CDMA and GSM wireless networks to provide wireless telecommunications services in certain geographic areas throughout the United States (the "Services"). Sprint is authorized to act as a contracting agent on behalf of the applicable Sprint affiliated entities providing the Services and Devices.

C. Customer and Sprint have entered into an agreement (the "Service Agreement") under which Customer purchases Services and wireless access devices for use with the Services (the "Devices").

D. Customer desires that Sprint install, operate and maintain certain in-building wireless distribution equipment to enhance the coverage of Services at the Premises.

Project Name: Oconee County 415 (SC)

Project ID: EMBSC00203

Acct Number: 455049635

AGREEMENT

The parties agree as follows:

1. Term. The initial term of this Agreement will begin on the Effective Date and continue for 1 year ("Initial Term"). The Term may be extended for successive 2-year periods upon the mutual written agreement of the parties (each a "Renewal Term").

2. Responsibilities of Customer:

(a) Beginning 6 months after installation of the Equipment and continuing for the remainder of the Initial Term and any Renewal Term, Customer will purchase, activate and maintain in a Service fee generating status, a minimum of **119** Devices ("Purchase Commitment") of which **0** Devices will be purchased after the Effective date. For each month Customer fails to satisfy the Purchase Commitment, Customer will pay Sprint a monthly Shortfall Fee equal to (i) the number of Devices subject to the Purchase Commitment, (ii) less the number of active Devices, (iii) multiplied by \$40 (the "Monthly Shortfall Fee").

(b) If this Agreement is terminated for Customer's default or convenience pursuant to Section 10, before the end of the Initial Term or then-current Renewal Term, Customer will pay an early termination fee calculated as follows: (i) the number of Devices in the Purchase Commitment (ii) multiplied by \$40.00, (iii) multiplied by the number of months remaining in the Initial Term or Renewal Term, as appropriate, after the date of termination (the "Early Termination Fee").

(c) Customer will pay Sprint an engineering and connection fee ("Connection Fee") of **\$0.00** within 30 days following the Effective Date.

3. License and Use. Customer grants to Sprint a license to install, operate, maintain and remove the Equipment at the Premises. Sprint, in its sole discretion, reserves the right to repair, replace, modify and upgrade the Equipment, from time to time. Sprint will use the Premises in a manner that will not unreasonably disturb the occupancy of Customer. Customer will provide Sprint with unrestricted, escorted access to the Premises during Customer's normal business hours and at other times as mutually agreed by Customer and Sprint. Customer will provide Sprint with a contact telephone number to call 24 hours a day, 7 days a week to arrange for emergency access to the Premises. Sprint will follow Customer's reasonable security requirements for access to the Premises. Sprint will retain exclusive ownership and title of the Equipment at all times. Sprint will have no obligation to install, operate or maintain the Equipment at any Customer facilities other than the locations on the Premises.

4. Representations and Warranties. Customer represents and warrants that (a) it has authority to enter into this Agreement, and (b) it has the authority to grant Sprint the access and locate to use the Premises as contemplated by this Agreement and Customer has obtained or will obtain all necessary permissions, consents and approvals required for installation, operation and maintenance of the Equipment.

6. Right to Remove Equipment. Within 60 days following the expiration or termination of this Agreement, unless otherwise agreed to in writing by the parties or as otherwise required by applicable law or regulator, Sprint may enter the Premises without recourse to legal proceedings and remove and take possession of the Equipment. Sprint may, but will have no obligation to, remove any cabling that is connected to or a part of the Equipment. Upon removal of the Equipment, Sprint will restore the Premises to substantially its original condition at the beginning of this Agreement, except for ordinary wear and tear. Customer will give Sprint at least 30 days advance written notice of Customer's intent to vacate the Premises.

6. Assignment. Sprint may assign this Agreement or its rights under this Agreement or sublease the Premises to any of its subsidiaries, affiliates or successor, legal entities or to any entity acquiring all or substantially all of its assets.

7. Utilities. Customer, at its expense, will provide Sprint with electrical service for immediate hook-up, as required for installation and operation of the Equipment. Sprint's obligation to install, operate and maintain the Equipment is contingent on access to appropriate utilities, including electrical service and a T-1 telecommunications line, if applicable, being available on an on-going basis at the Premises. Sprint will be responsible for the monthly recurring cost of telecommunications service provided via any T-1 telecommunications lines required for operation of the Equipment.

8. Interference. Sprint will use commercially reasonable efforts to prevent and resolve interference with Customer's equipment and systems in operation at the Premises as of the Effective Date to the extent the interference is caused by the Equipment. Sprint may discontinue operation of the Equipment until the interference is corrected or eliminated. After installation of the Equipment, if Customer installs, has installed or permits the installation of equipment at the Premises that causes interference with the Service or the Equipment or operations, the parties will negotiate in good faith to develop and implement commercially reasonable means of mitigating and eliminating the interference. If the parties are unable to mutually agree on and implement commercially reasonable means of mitigating and eliminating the interference, Sprint may terminate this Agreement and Customer will be liable for any Early Termination Fee. Sprint is not liable for any Service interruptions caused by interference created by Customer's or any third party's equipment and Customer will continue to be liable for Service charges during the period of Service interruption if such interference occurs.

9. Insurance. Prior to the installation of the Equipment and during the Initial Term and any Renewal Terms, Sprint will maintain the following insurance coverage: (a) Workers' Compensation Insurance in accordance with the laws of the state where the Premises are located or any other applicable jurisdiction; (b) General Liability Insurance (Broad Form Liability Endorsements) on an occurrence basis with a minimum combined single limit for Personal Injury, Property Loss and Damage, Contractual and Independent Contractor of not less than \$1,000,000 per occurrence; (c) Business Automobile Liability Insurance with combined Single Limit Liability of not less than \$1,000,000, which will include owned, hired and non-owned automobiles. The policies for the General Liability insurance coverage will be primary and noncontributory to any similar insurance or self-insurance that Sprint maintains and must, upon written request of Customer, name the Customer as an additional insured. Customer may access certificates of insurance or the memorandum of insurance for Sprint at the following Internet address: <http://www.sprint.com/Info/estel>.

10. Termination. (a) Sprint may terminate this Agreement as follows:

- (1) before or during installation of the Equipment with at least 10 days written notice, if Sprint encounters unanticipated site conditions that were not apparent during Sprint's site survey(s) of the Premises which result in a material increase in the installation cost to Sprint or have an adverse impact on Sprint's cost or ability to install, operate and maintain the Equipment;
- (2) by sending written notice to Customer if the Equipment causes a signal interference in accordance with Section 2 that cannot be cured through the use of commercially reasonable efforts;
- (3) if Sprint is unable to access and use the Equipment on the Premises due to an action of the Federal Communications Commission, such as a take back of channels or change in frequencies, or, after use of commercially reasonable efforts, Sprint cannot obtain or maintain any license, permit or other approval required to be obtained by Sprint and necessary for the installation, operation and maintenance of the Equipment;
- (4) for any reason or no reason with 60 days advance written notice to Customer, provided that if Sprint exercises this right to such termination, Sprint waives its right to collect and Customer will not be obligated to pay an Early Termination Fee;
- (5) if Customer fails to pay any amount owed when due and then fails to make such payment within 10 days after receipt of written notice; or
- (6) if Customer materially defaults in the performance of any of its other duties or obligations under this Agreement, including failure to fulfill the Purchase Commitment or a default, resulting from any Customer representation, warranty or covenant being false, incorrect or untrue in any material respect and such default is not cured within 30 days after Customer's receipt of Sprint's written notice.

(b) Customer may terminate this Agreement as follows:

- (1) for any reason or no reason upon at least 60 days written notice subject to Customer's payment of any applicable Monthly Shutdown Fee and/or Early Termination Fee;
- (2) if Sprint materially defaults in the performance of any of its duties or obligations under this Agreement, and whose default is not substantially cured within 30 days after Sprint's receipt of written notice specifying such default. Customer will not be liable for the Early Termination Fee if this Agreement is terminated by Customer under this Section 11(b)(2); or
- (3) upon reasonable prior written notice in the event that Customer does not receive annual appropriations required to fulfill its financial obligations under this Agreement.

11. Maintenance. Sprint will repair and maintain the Equipment and any other improvements installed by Sprint at the Premises in a good operating and reasonably safe condition, provided, however, if any repair or maintenance is required due to the negligent or intentional acts or omissions of Customer, its agents or employees or contractors, Customer will promptly reimburse Sprint for the reasonable costs incurred by Sprint to restore the damaged Equipment to operational condition. Customer will maintain and repair all other portions of the Premises in proper operating and safe condition.

12. Limitations and Condition of Liability. (a) Sprint does not assume and will have no liability under this Agreement for: (i) failure to install the Equipment within a specified time period; or (ii) Unavailability or non-operation of the Equipment.

(b) Without limiting the foregoing, Sprint's sole liability for service disruption resulting from the unavailability or non-operation of the Equipment, regardless of the cause, is limited to the applicable remedies and subject to the limitations provided for under the Service Agreement for service disruptions.

(c) In the case of any and all other claims that may arise under this Agreement, in no event is Sprint liable for any consequential, incidental, punitive, special or other indirect damages caused by its negligence or otherwise, nor for economic loss, cost of cover, loss of use of equipment or facilities, cost of reprocurement, arising from or relating to Sprint's performance or non-performance under this Agreement, including, without limitation, any service disruption. In no event is Customer liable for any consequential, incidental, punitive, special or other indirect damages caused by its negligence or otherwise.

13. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid or when sent via overnight delivery. Notices to Sprint will be sent to: Sprint In-building Contracts, Mailstop KSOPHT01-01-22850, 6391 Sprint Parkway, Overland Park, KS 66251, with copies to: Sprint Solutions, Inc., c/o Vice President Custom Network Solutions, 2001 Edmund Hickey Drive, Reston, VA 20191, and to Sprint, Director - Public Sector, Legal Department, Mailstop VARESP0401-A4166, 2001 Edmund Hickey Drive, Reston, VA 20191. Notices to Customer will be sent to the Customer representative below at the first address shown on page 1. Notice addresses may be changed by giving notice as provided in this Section.

14. Compliance with Laws. Customer represents and warrants that the Premises and all improvements are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities applicable to Customer's and Sprint's use of the Premises. Sprint will comply with all applicable laws relating to its performance of this Agreement.

15. Miscellaneous. (a) This Agreement is governed by the laws of the state in which the Premises are located, without regard to its choice of law principles. (b) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings by and between the parties. (c) Any amendments to this Agreement must be in writing and executed by both parties. (d) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of that provision to persons other than those to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. (e) The failure by either party, at any time, to require the performance by the other of the provisions of this Agreement will not effect in any way the right to require performance at any later time. (f) No waiver by either party of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement. (g) The parties agree that the Service Agreement is an independent and separate agreement undertaken by the parties and to the extent there is any conflict or inconsistency between this Agreement and the Service Agreement with regard to the Purchase Commitment, the terms of this Agreement will govern.

Each party has caused this Agreement to be executed by its authorized representative:

SPRINT SOLUTIONS, INC.

DOONEE COUNTY

Signature

Signature

Name

Name

Title

Title

Date

Date

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7:00 p.m.**

ITEM TITLE OR DESCRIPTION:

Bid #06-26 Replacement of Steel Plates at the Oconee County Transfer Station.

BACKGROUND OR HISTORY:

The transfer station's concrete walls are protected with a quarter inch steel plating. The plating keeps the concrete walls from being gouged and abused. In August 2003, one section of the plating on the right wall had to be replaced at a cost of \$37,366.00. The steel plating has again come loose from the bottom of the wall and has begun rolling up. However, both walls are experiencing this problem now and are deteriorating daily.

BID SOLICITATION HISTORY:

On May 17, 2007, formal sealed bids were opened for the replacement of these plates. Seven companies were originally notified of this bid opportunity. Two companies submitted bids, with Leak and Associates, Inc. of Monroe, NC submitting the lowest bid of \$26,000.00 to only restore the walls back to their original construction.

SPECIAL CONSIDERATIONS OR CONCERNS:

In addition to the original scope of work, Leak and Associates submitted two other alternates for our consideration: (1) adding additional anchor bolts in the walls and re-working the trash guard to further reinforce the bracing at a cost of \$79,000.00, and (2) pouring a concrete overlay to the existing floor to protect the floor's structural integrity and provide better bracing and protection to the wall's steel plating for another \$41,000.00. Staff feels the cost for the additional anchor bolts is reasonable and has verified that the \$41,000.00 is a very reasonable price for the concrete overlay. Other estimates were considerably higher. Our original Scope of Work in the bid plus the two alternates total \$86,000.00.

Solid Waste Director, Swain Steel, has on today's agenda a transfer request that, if approved, will provide adequate funding to do all the work.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Award bid #06-26 to Leak and Associates for the amount of \$86,000.00, noting a finding of facts that accepting the two alternates are in the County's best interest because:

1. The work needs to be done now to prevent possible damage to the structure of the building.
2. The pricing offered is reasonable, and funds are available this fiscal year.
3. We have not been able to identify any local companies, other than Leak and Associates, qualified to perform this type of work for transfer stations. Leak and Associates references and previous work were verified as being excellent.

FINANCIAL IMPACT:

For FY 06-07, County Council approved \$35,000.00 (budget code 16-718-50850) for the replacement of these plates. A transfer of funds from the Solid Waste Tipping Fee line item (16-718-60007) for \$65,000.00 will cover the additional cost.

ATTACHMENTS:

1. Bid Tabulation
2. Photographs of existing steel plates

Submitted or Prepared By:


Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Phyllis Lombard, Interim County
Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

C: Clerk to Council

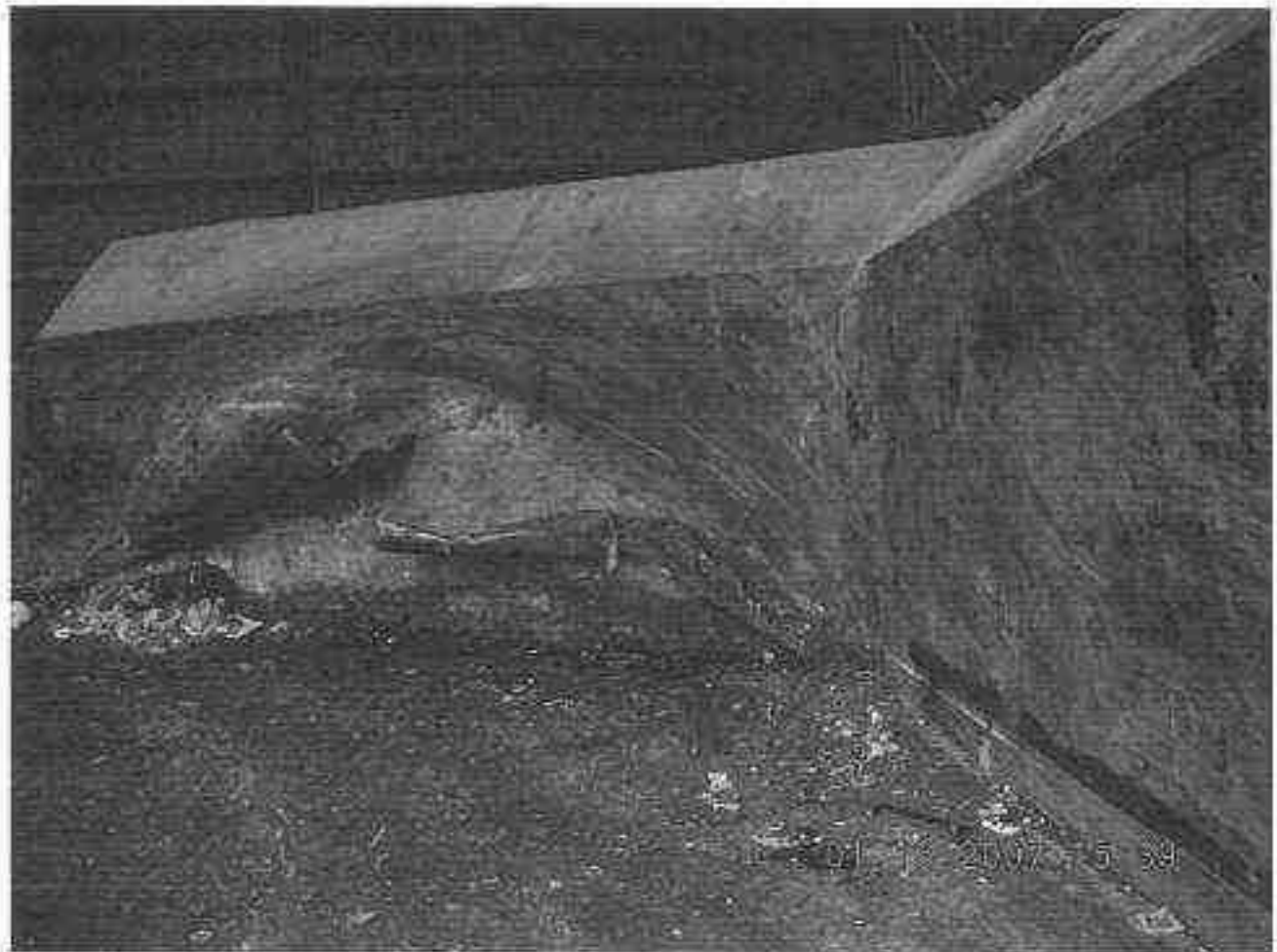
Approved Budget Ordinance amount for bid item \$35,000.00
 Budget Code 16-718-50650

I hereby certify that to the best of my knowledge
 this tabulation of bids is correct

Marianne Dillard
 Procurement Director

Bidders	Leak & Associates, Inc.	Blue Ridge Machine & Electrical Contractors, Inc.	Burchfeild Welding	Smith Welding, Inc.
Address	Monroe, NC	Seneca, SC	Westminster, SC	Seneca, SC
Base Bid:	\$ 26,000.00	\$ 33,279.80	no bid	no bid
*Alternate #1: rework trash guard	\$ 19,000.00			
*Alternate #2: concrete overlay for existing floor	\$ 41,000.00			
GRAND TOTAL	\$ 86,000.00			
Completion Time ARC	4 weeks	6 weeks		
Warranty	1 year	n/a		
*Not included in original Scope of Work.				





AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Transfer of the funds from Lipping Fee to the Capital Building Line Item.

BACKGROUND OR HISTORY:

In April 2007, Council approved a re-justification for repairing transfer station protective wall covering, landfill scale house building, and materials for transfer station floor. The \$35,000 was only enough to repair a portion of the wall as it is, but not enough to re-enforce the walls. The transfer station floor has numerous grading stakes already exposed in the floor. The actual rebar is approximately less than an inch below the grading stakes. Therefore, the floor needs to be resurfaced.

SPECIAL CONSIDERATIONS OR CONCERNS:

When the transfer station walls were put out for bid, the awarded contractor stated the metal protective covering would better be supported with the addition of more wall anchors. If the floor was overlaid with a new 5 inch (average) wear surface at the same time, further structural support would be realized. Also, the wear surface would provide another 8-10 years of life to the existing sub floor.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Oconee County Solid Waste recommends the existing surface of the transfer station be overlaid with a new wear surface to protect the sub floor's integrity, provide additional life to existing floor and re-enforce the protective wall covering.

FINANCIAL IMPACT:

No additional financial impact will be incurred. Funding will only need to be transferred.

ATTACHMENTS:

1. Transfer Sheets

Submitted or Prepared By:



Swain T. Still, Solid Waste Director

Approved for Submittal to Council:



Phyllis Lombard, Interim County Administrator

Reviewed By/ Initials:

_____ County Attorney

 Finance

_____ County Engineer

_____ Other

C: Clerk to Council

DOUGLASS COUNTY, SOUTH CAROLINA
BUDGET REVISION FORM

TRANSFER REQUEST

DESCRIPTION REVISION

Please complete the highlighted fields and check to certify the appropriate laws. This flow, logo and are original to OMB.

00-B7
FISCAL YEAR

Solid Waste
DEPARTMENT NAME

Suzanne Z. Hill
SIGNATURE OF DEPARTMENT DIRECTOR

5/22/2007
DATE OF REQUEST

016-718-50850-00000		Trans. Expenditures, Buildings	\$65,000
LINE ITEM ACCOUNT NUMBER			AMOUNT TO TRANSFER
<p>ADDITIONAL COMMENTS (THIS INFORMATION IS REQUIRED AND WHY IT WAS NOT BUDGETED FOR)</p> <p>Additional funds are needed to cover the cost of repairing the metal roof and concrete floor at the Transfer Station.</p> <p>Both of these requests are vital for the continued operation of the Transfer Station. Waste & Associates have submitted a bid in order to make both repairs at the same time. This would result in less down time and an overall cost savings for the department.</p>			
<p>was this request previously reviewed and approved (checkbox) YES <input type="checkbox"/> NO <input type="checkbox"/></p>			

016-718-60007-00000	Tipping Fees / MSW Disposal	\$65,000
LINE ITEM ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER (Round up to the nearest whole dollar)
LINE ITEM ACCOUNT NUMBER	LINE ITEM DESCRIPTION	\$0
LINE ITEM ACCOUNT NUMBER	LINE ITEM DESCRIPTION	\$0
<p>WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS?</p> <p>Funds were budgeted in order to accommodate growth and increased garbage generation.</p> <p>The funding at the Transfer Station has not increased as expected therefore the excess funds are not needed at this time. There will be adequate funds to cover the disposal cost for the remainder of this budget year.</p>		

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED
<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED
<i>Suzanne Z. Hill</i> APPROVED	
<i>APR 2007</i>	
<i>Suzanne Z. Hill</i> APPROVED	

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

Bid #06-30: The sale of a 1998 Thunderbird Kobelco Portable Rock Crushing Plant, currently located at the Oconee County Rock Quarry.

BACKGROUND OR HISTORY:

Back in February 2005, Oconee County purchased this piece of equipment from Federal Surplus. This equipment was located in Ohio at the time. Oconee County Rock Quarry and the Roads and Bridges Department staff traveled to Ohio, disassembled this equipment, and transported it to Oconee County. Recently, Tom Hendricks instructed Rick Martin to sell this piece of equipment, as the Rock Quarry has no need for it. In addition, Mark Kelley looked into the possibility that this equipment could either be used for milling asphalt for the Roads and Bridges Department, or for crushing brick and block at Solid Waste. Mr. Kelley has determined that this equipment is not practical for use at either the Roads and Bridges Department or at Solid Waste.

BID SOLICITATION HISTORY:

On May 29, 2007, formal sealed bids were opened for the sale of this equipment. Twelve companies were originally notified of this bid opportunity. Two companies submitted bids, with Pickens Construction, of Anderson, SC submitting the highest bid of \$126,000.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

Federal surplus has given Oconee County their approval to sell this equipment.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Award bid #06-30 to Pickens Construction for the amount of \$126,000.00.

FINANCIAL IMPACT:

The Rock Quarry has requested that the proceeds from the sale of this piece of equipment be deposited into their Capital Equipment Replacement account, budget code 17-000-00805-00841.


ATTACHMENTS:

1. Bid Tabulation

Submitted or Prepared By:


Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Phyllis Lombard, Interim County Administrator

Reviewed By Initials:

_____ County Attorney

_____ Finance

_____ Department

C: Clerk to Council

Goose County
 Sale of Thunderbird-Kobeiso Portable 250 TPH
 Rock Crushing Plant at Rock Quarry

I hereby certify that to the best of my knowledge, this tabulation of bids is correct:


 Procurement Director

Bidders	Pickens Construction	Valley Equipment	Ashmore Brothers	Cox & Floyd Grading Inc.
Address	Anderson, SC	Salem, OR	Greer, SC	Reidville, SC
Lump Sum Bid	\$ 128,000.00	\$ 115,000.00	No Bid	No Bid
Bidders	Hutch-N-Son	King Asphalt	Martin Grading	F&R Asphalt
Address	Seneca, SC	Liberty, SC	Central, SC	Easley, SC
Lump Sum Bid	No Bid	No Bid	No Bid	No Bid
Bidders	Sloan Construction	Thrift Brothers	Thrift Development	Hubbard Paving
Address	Duncan, SC	Seneca, SC	Seneca, SC	Westminster, SC
Lump Sum Bid	No Bid	No Bid	No Bid	No Bid

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 3:00PM

ITEM TITLE OR DESCRIPTION:

Approval of Resolution No. 2007-04, "A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PHOENIX PLUS, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN THIRTEEN MILLION (\$13,000,000) INVESTMENT"

BACKGROUND OR HISTORY:

This Resolution authorizes the execution and delivery of an Inducement Agreement by and between Oconee County and a Project Phoenix PLUS, which will execute a Fee-In-Lieu-Of-Tax Agreement for a project involving not less than a \$13.0M investment.

SPECIAL CONSIDERATIONS OR CONCERNS:

Although not required for a Fee-In-Lieu-Of-Tax Agreement this investment includes the creation of approximately 100 new jobs within the next five years.

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

Recommend approval of the First Reading.

FINANCIAL IMPACT:

This project will bring in approximately \$1,250,160 in new fees over the next 23 years. The wages from the 100 jobs are expected to be at least \$3,656,000 by the end of five years.

ATTACHMENTS:

- (1) Proposed Resolution
- (2) Inducement Agreement
- (3) Handout on Project Phoenix PLUS (As of 5-24-07)

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Phyllis Lombard, Administrator

Reviewed By/Initials:

James W. Alexander
Economic Development Commission Director

_____ : County Attorney

N/A : Finance

N/A : Procurement

Resolution No. 2007-04

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PHOENIX PLUS, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN THIRTEEN MILLION DOLLARS (\$13,000,000) INVESTMENT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Phoenix PLUS, (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") (Project Phoenix PLUS) pursuant to the Act for the purpose of authorizing and of acquiring by purchase, lease or construction certain land, building(s), machinery, apparatus, and equipment, for the purpose of manufacturing automotive parts and products (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto; and

WHEREAS, the County is authorized by the Act to execute such agreements; as defined in the Act, with respect to such Project; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed an Inducement and Millage Rate Agreement between the County and the Company pertaining to the Project involving investment in the County of not less than \$13,000,000 of such qualifying fee in lieu of tax investment occurring by the end of the fifth (5th) year after the year of execution of the Fee Agreement, and the creation of not less than one hundred (100) new full-time jobs at the Project in the County by the end of the fourth (4th) year after the year of execution of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, in substantially the form attached, or with such changes or additions as shall not materially prejudice the County, upon the advice of the county attorney, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Fee Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 5th day of June 2007.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Marion E. Lyles, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____

Opal O. Green, Clerk to County Council
Oconee County, South Carolina

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project Phoenix PLUS (the "Company") (a company known to the County at the time of execution of this Agreement).

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

- (a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.
- (b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for the purpose manufacturing automotive parts and products (the "Project") in the County. The Project will involve an investment of at least Thirteen Million Dollars (\$13,000,000) in taxable (fee in lieu of tax) investment within the meaning of the Act, occurring by the end of the fifth (5th) year following the year of execution of the Fee Agreement (herein below defined) and the creation of not less than one hundred (100) new full-time jobs at the Project in the County by the end of the fourth (4th) year following the year of the execution of the Fee Agreement, and a fee in lieu of tax agreement pursuant to the Act, by and between the Company and the County (the "Fee Agreement").
- (c) The Company has requested the County to assist it through the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act, as set forth herein.
- (d) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public

welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company in the County and will involve a capital expenditure of not less than \$13,000,000 in taxable property occurring by the end of the fifth (5th) year following the year of execution of the Fee Agreement and the creation of not less than one hundred (100) new full-time jobs at the Project in the County by the end of the fourth (4th) year following the year of execution of the Fee Agreement. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company.

Section 2.2. The Fee Agreement will be executed at such time and upon acceptable terms to the County, as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act. Thus, the Company shall be allowed to invest under and pursuant to the Fee Agreement not less than \$13,000,000 of such qualifying fee in lieu of tax investment in the Project occurring by the end of the fifth (5th) year after the year of execution of the Fee Agreement, and the creation of not less than one hundred (100) new full-time jobs at the Project in the County by the end of the fourth (4th) year following the year of execution of the Fee Agreement, and being maintained in accordance with the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or

(ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, approval, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to twenty (20) years from the date of the Fee Agreement and each of the annual capital investments made under the Fee Agreement for the first five years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law and authorized by the County, herein. The amounts of such payments shall be determined by using an assessment ratio of 6%, a fixed millage rate based on the June 30, 2006 millage rate for the Project site (which the parties believe to be 204.0 mills), and the fair market value for the Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to an absolute requirement to invest not less than \$13,000,000 of such qualifying fee in lieu of tax investment occurring by the end of the fifth (5th) year after the year of execution of the Fee Agreement and being maintained in accordance with the Act.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. George County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the millage rate legally levied and applicable to the Project site on June 30, 2006, which millage rate shall be fixed as to all property subject to the Fee Agreement for the duration of the Fee Agreement.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement, to the extent permitted by law.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the fee in lieu of tax transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (c) hereof;

(b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in its negotiation and execution and in the implementation of its terms and provisions;

(c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, approval, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

(f) To invest not less than Thirteen Million Dollars (\$13,000,000) in taxable investment in the Project by the end of the fifth (5th) year following the end of the year in which the Fee Agreement is executed and maintain such investment in accordance with the Act, or lose the benefits of this Agreement in accordance with the Act for failure to do so.

(g) To create at least one hundred (100) new full-time jobs at the Project in the County by the end of the fourth (4th) year after the year of execution of the Fee Agreement.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are mutually dependent, each on the other, and are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2007 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

(a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;

(b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of the Fee Agreement, and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement and this Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, with the prior consent of the County, which consent will not unreasonably be withheld, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Marion E. Lyles, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

Dated: June 5, 2007

PROJECT PHOENIX PLUS

By: _____

Date: _____ 2007

**Project Phoenix PLUS
2007 – 2010 (A/O 5-24-07)**

This project is requesting a Fee-In-Lieu-Of-Taxes Agreement for a 6% 20-year fee with locked millage and a normal fee schedule. The investment will be for at least \$13,000,000 in new equipment and facilities.

Although a Full OT does not require any new jobs this project estimates they will create 113 jobs over a four year period. It is expected these jobs will bring at least \$3,656,000 in new wages over the four year period.

Because this is a multi-year project the estimated fees to be collected over 23 years is approximately \$1,250,160 or an approximate average of \$54,355/year.

Jobs/Year	2007	2008	2009	2010	Total Jobs
\$12.00/Hr	5	6			11
Individual W'ages/Year	\$24,000	\$24,000			
Total W'ages/Year	\$120,000	\$144,000			
\$15.00/Hr	5		10	52	67
Individual W'ages/Year	\$30,000		\$30,000	\$30,000	
Total W'ages/Year	\$150,000		\$300,000	\$1,560,000	

\$17.50/Hr	5	5	9	4	23
Individual Wages/Year	\$34,000	\$34,000	\$34,000	\$34,000	
Total Wages/Year	\$170,000	\$170,000	\$306,000	\$136,000	
\$50,000/Yr Plus	1	3		8	12
Individual Wages/Year	\$50,000	\$50,000		\$50,000	
Total Wages/Year	\$50,000	\$150,000		\$400,000	
Total New Wages/Year	\$490,000	\$464,000	\$606,000	\$2,096,000	
TOTAL Wages	\$490,000	\$954,000	\$1,560,000	\$3,656,000	
TOTAL Jobs	16	14	19	64	113

As of 5-24-07
Prepared by J.W. Alexander

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7:00 pm**

ITEM TITLE OR DESCRIPTION:

Second reading of Ordinance 2007-04, "THE 2007-2008 BUDGET APPROPRIATIONS (ORDINANCE FOR OCONEE COUNTY)".

BACKGROUND OR HISTORY:

The County Administrator presented his proposed 2007-2008 appropriations ordinance on March 21st, 2007 for Oconee County to Council for their review as listed for fiscal year 2007-2008.

County Operations	\$41,944,386.
-------------------	---------------

Budget workshops have been held with the Budget and Finance Committee regarding the proposed budget and the implementing ordinance on April 9th, April 17th, and May 15th, 2007.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Administrator also recommends that Council continue to levy the current 66.3 mills for all County operations, excluding debt.

	<u>Current Value of a Mill</u>	<u>Proposed Value of a Mill</u>
• County Mill	\$418,708	\$447,774

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends that Ordinance 2007-04 be adopted on Second Reading.

- Public Hearing June 12th, 2007
- 3rd and Final Reading June 19th, 2007

FINANCIAL IMPACT:

The estimated total financial impact of Budget Ordinance 2007-04 as recommended is \$41,944,386 in expenditures, which is balanced by an equal amount of revenue. The estimated total millage impact of the proposed budget is 66.3 mills for operation.

ATTACHMENTS:

Ordinance #2007-04

Submitted or Prepared By:

Phyllis E. Lombard, CGFO
Department Head

Approved for Submittal to Council:



Phyllis Lombard, Interim County Administrator

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2007-04**

**"THE FISCAL YEAR 2007-2008 BUDGET APPROPRIATIONS ORDINANCE
FOR OCONEE COUNTY"**

Section I: Purpose

PURPOSE: To provide for the levy of taxes and to make appropriations in Oconee County for County purposes; to provide for appropriations and direct expenditures of the County for the fiscal year beginning July 1, 2007 and ending June 30, 2008; to provide for the tax millage for general County purposes.

Section II: 2007-2008 Budget

General Fund	\$ 41,944,386
Capital Projects Fund	\$ 5,193,751
SPRF	\$ 2,760,479
Enterprise Funds	\$ 3,988,865
GRAND TOTAL:	\$ 53,888,481

APPROVED & ADOPTED on second reading this 5th day of June 2007 by a vote of: YES () to NO ()

Opal O. Green
Council Clerk

1 st Reading in title only	May 1, 2007	Adopted 5-0
2 nd Reading:	June 5, 2007	
Public Hearing:	June 12, 2007	
3 rd Reading:	June 19, 2007	

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 5, 2007

COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2007-05, "THE 2007-2008 BUDGET APPROPRIATIONS ORDINANCE FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY TECHNICAL COLLEGE".

BACKGROUND OR HISTORY:

Pursuant to South Carolina Code of Laws § 59-20-40, Oconee County is required to increase the Maintenance of Effort in the amount of \$52,781,055 for the School District of Oconee County.

SPECIAL CONSIDERATIONS OR CONCERNS:

Third and final reading is scheduled for 3:00 p.m. on Tuesday, June 19, 2007.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends this ordinance be adopted on second reading.

FINANCIAL IMPACT:

School District of Oconee County

- The School District's estimated total general fund operations budget for fiscal year 2007-2008 is \$52,781,055.
- The total requested funds from local tax levy are \$52,781,055, which includes \$2,321,155 local funds requested for the State mandated Maintenance of Effort. The remainder of the School budget is funded by the State.
- The estimated total tax impact of the Oconee County School District budget ordinance is approximately 107.5 mills.

Tri-County Technical College

- The total requested funds from local tax levy are \$912,966.
- The total request equates to approximately 2 mills for operational purposes.

ATTACHMENTS:

Ordinance #2007-05

Submitted or Prepared By:

Phyllis E. Lombard, CGFO
Department Head

Approved for Submittal to Council:



Phyllis Lombard, Interim County Administrator

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2007-05**

**"THE FISCAL YEAR 2007-2008 BUDGET APPROPRIATIONS ORDINANCE
FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY
TECHNICAL COLLEGE."**

Section I: Purpose

The purpose of this ordinance is to provide for the levy of taxes and to make appropriations in Oconee County for the School District of Oconee County and Tri-County Technical College; to provide for appropriations beginning July 1, 2007 through June 30, 2008; to provide for the tax millage for School operational, capital, and debt purposes and Tri-County Technical College operational purposes.

Section II: SC State Law Provisions

Pursuant to South Carolina Code of Laws § 59-20-40, Oconee County is required to increase the Maintenance of Effort in the amount of \$52,781,055 for the School District of Oconee County.

Section III: 2007-2008 Budget

SCHOOL DISTRICT OF OCONEE COUNTY

School Operations:	\$ 52,781,055
--------------------	---------------

TOTAL SCHOOLS:	\$ 52,781,055
-----------------------	----------------------

TRI-COUNTY TECHNICAL COLLEGE

Tri-County Tech.Operations:	\$ 912,966
-----------------------------	------------

TOTAL TRI-COUNTY TECH.:	\$ 912,966
--------------------------------	-------------------

GRAND TOTAL SCHOOLS AND TRI-COUNTY TECH.	\$ 53,694,021
---	----------------------

APPROVED & ADOPTED on second reading this 5th day of June 2007 by a vote of YES () to NO ().

Opal O. Green
Council Clerk

1st Reading in title only
2nd Reading
Public Hearing
3rd Reading

May 1, 2007 Adopted 5-0
June 5, 2007
June 12, 2007
June 19, 2007

AGENDA ITEM SUMMARY
COUNCIL MEETING DATE: 6/5/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Third & Final Reading of Ordinance 2007-06, "OCONEE COUNTY EMERGENCY RESPONSE ACCESS ORDINANCE"

BACKGROUND OR HISTORY:

Building & Fire Codes require a series of minimum fire protection measures, including fire hydrants, exterior water hookups, and designated fire access lanes. Unfortunately, many people ignore the signs and notices designed to keep a clear path for emergency responders. As Oconee County grows and develops, it is likely that blocking access to fire hydrants, obstructing fire lanes, parking in fire station driveways and other potentially life-threatening acts will become increasingly common. To reverse this trend, and help emergency responders in their efforts to protect the lives and property of all Oconee County citizens, it is necessary to take steps to discourage those that ignore or alter designated access lanes by imposing penalties.

CONSIDERATION OR CONCERNS:

The ordinance is written to allow Oconee County Code Officers, Rural Fire Officials and the Oconee County Sheriff's Department to enforce the regulations.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends Council consider adoption of this ordinance on third and final reading.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Draft Ordinance

Submitted or Prepared By:

Opal O. Gross
Department Head

Approved for Submittal to Council

Phyllis E. Lombard
Phyllis E. Lombard, Interim County
Administrator

Reviewed By/Initials:

_____ Finance

_____ Attorney

_____ N/A _____ Other

**OCONEE COUNTY COUNCIL
OCONEE COUNTY COUNCIL ORDINANCE NO. 2007-06
EMERGENCY RESPONSE EQUIPMENT ACCESS ORDINANCE
OF OCONEE COUNTY, SOUTH CAROLINA**

SECTION 1. - NAME

This Ordinance shall be known as the "Emergency Response Equipment Access Ordinance of Oconee County, South Carolina."

SECTION 2. - PURPOSE

Whereas, the Oconee County Council is aware that a number of individuals park in designated fire lanes, block fire station driveways, and otherwise impede access to equipment utilized by emergency responders in the performance of their duties; and

Whereas, impairing access to fire hydrants and other apparatus utilized by emergency responders threatens both the citizens of Oconee County and their property; and

Whereas, obstructing, damaging, or otherwise altering designated fire lanes in a manner inconsistent with adopted fire and building codes potentially limits or prohibits access to structures by emergency responders; and

Whereas, parking vehicles or leaving unattended objects within the travel lanes utilized by fire trucks slows or potentially hails emergency responses;

Therefore, it is the purpose of this Ordinance to establish regulations minimizing potential negative impacts resulting from limiting access to emergency response equipment in the unincorporated areas of Oconee County; and to establish penalties such as are necessary to discourage the violations of these standards.

SECTION 3. - AUTHORITY

This Ordinance is adopted pursuant to the provisions of S.C. Code 1976 §4-9-30. Personnel employed by the County Administrator as Rural Fire Chief, Deputy Rural Fire Chief, Code Enforcement Officer, and personnel employed by the Sheriff of Oconee County, shall be vested with the authority to enforce and administer these regulations within the county in accordance with the provisions of S.C. Code 1976 § 44-67-10 et. seq. and all rules and regulations adopted hereunder and the same are incorporated herein by reference as if fully set forth verbatim and as may be amended from time to time.

SECTION 4. - DEFINITIONS

Dry Hydrant- A non-pressurized device designed to allow emergency responders to draft surface water (ponds, streams, lakes, etc.) in areas lacking fire hydrants.

Fire Department Connections- Any outside auxiliary connection used by emergency responders to supplement the existing fire suppression system within a building by increasing the amount of water and pressure available to the existing fire suppression system.

Fire Lane- An area near or adjacent to a structure designated for use by emergency personnel during fires and other emergencies. Such areas may be delineated by signs, painted curbing, pavement striping, or other methods approved by adopted fire codes.

Fire Hydrant- Any fixture connected to a public or private water system designated for use as a water source by emergency responders in the performance of their duties.

SECTION 5. - REGULATIONS

- 1) No motor vehicle, mechanical device, or other object shall be situated so as to obstruct any designated fire lane at any time. Equipment and supplies being used in ongoing construction and maintenance of the structure for which the fire lane serves maybe placed in the designated area while being actively utilized, but shall not be left unattended or stored there. In no event shall any activity occurring within the area of a fire lane obstruct emergency access to the interior of a structure.
- 2) No motor vehicle, mechanical device, or other object shall be situated so as to obstruct access to a properly identified fire or dry hydrant. In the event no dedicated emergency access area is delineated, a clearance of twenty (20) feet shall be maintained on all sides of the hydrant, with an unobstructed path of travel from the nearest road way access available to emergency vehicles.
- 3) No motor vehicle, mechanical device, or other object shall be situated so as to obstruct the free passage of emergency vehicles into and out of fire stations, rescue squad stations, or other emergency facilities used to house emergency vehicles. In the event no dedicated "no parking zone" is delineated, a clear path of travel twenty (20) feet wide in the most direct manner possible shall be maintained between all vehicle access doors and the public road utilized by responders.
- 4) No motor vehicle, mechanical device, or other object shall be situated so as to obstruct any fire department connections. In the event that no area is delineated for providing access, a clearance of three feet shall be maintained along the sides of the building, provided that the approach to the fire department connection remains clear of any obstacle.

5/9/2007

- 5) All fire department connections, fire hydrants, fire lanes, and clearance areas shall be appropriately signed or delineated according to the standards set forth in adopted fire code. Failure to comply with the appropriate signage or delineation shall be considered a violation by the owner of the property upon which the hydrant, fire lane, connections, or other device is located.

SECTION 6. - PENALTIES

Any person or entity violating the regulations set forth in Section 5 above is guilty of a misdemeanor and may be fined up to Five Hundred (\$500.00) dollars or imprisoned for thirty (30) days or both. In addition, a vehicle placed within a fire lane or no parking zone may be towed at the owner's expense. In the event that a vehicle is towed as a result of this Ordinance, the owner of the vehicle shall have no civil remedy against Ocoree County for any damage to the vehicle or any other damage that may result from the towing and impoundment of the vehicle. In the event that a vehicle is towed, the owner of the vehicle will be responsible for any impoundment fees charges as a result of the impoundment of the vehicle.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 6/5/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Third & Final Reading of Ordinance 2007-07, "AN ORDINANCE ESTABLISHING THE OCONEE COUNTY EMERGENCY SERVICES PROTECTION DEPARTMENT".

BACKGROUND OR HISTORY:

The purpose of this ordinance is to provide for emergency management, rescue, fire and HAZMAT through one department pursuant to the County's general police powers to provide for the public health and welfare of the residents of Oconee County and specifically pursuant to Article 8, Section 17 of the South Carolina Constitution and Sections 4-9-25, 4-9-30, and 4-21-10 et. Seq. of the SC Code of Laws, 1976. The Ordinance also creates the Oconee County Emergency Services Protection Commission.

SPECIAL CONSIDERATIONS OR CONCERNS:

The County Council shall be responsible for meeting the problems and dangers to the County and its residents resulting from disasters of any origin and upon a declaration of a State of Emergency by the Governor of the State of South Carolina.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends Council consider adoption of this ordinance on third and final reading.

FINANCIAL IMPACT:

There will be millage set aside for emergency services protection in upcoming five years.

ATTACHMENTS:

Draft Ordinance 2007-07
Submitted or Prepared By:

Dual O. Green

Approved for Submission to Council:


Phyllis E. Lombard, Interim County
Administrator

Reviewed by/initials:

_____:County Attorney

_____:Finance

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2007-07

AN ORDINANCE ESTABLISHING THE OCONEE COUNTY EMERGENCY SERVICES PROTECTION DEPARTMENT.

WHEREAS, the Oconee County Council recognizes the need for Oconee County to provide Emergency Services Protection (Fire, Rescue, HAZMAT and Emergency Management) to its citizens; and

WHEREAS, the demographics of Oconee County have changed dramatically since the rural fire system was implemented over forty years ago; and

WHEREAS, the Oconee County Council believes that increased County involvement in Emergency Services Protection is necessary in order to improve Emergency Services county wide; and

WHEREAS, the Oconee County Council believes that Emergency Services needs to be more effective, efficient and progressive without the duplication of services;

THEREFORE, BE IT ORDAINED BY COUNCIL, DULY ASSEMBLED AND VOTING, WITH QUORUM PRESENT, AND UPON THIRD AND FINAL READING, the following:

I. Establishment of the Oconee County Emergency Services Department

The Oconee County Emergency Services Department is hereby established. The Oconee County Emergency Services Department will be comprised of the following divisions: Emergency Management, Rescue, Fire and HAZMAT. The protection area for this department will be the areas located within the unincorporated areas of Oconee County and those areas within the municipalities that the County and the municipality have agreed for the County to provide a specific service. The Emergency Services Department shall provide a comprehensive and progressive Emergency Services protection system. This ordinance is adopted pursuant to County's general police powers to provide for the public health and welfare of the residents of Oconee County and specifically pursuant to Article 8, Section 17 of the South Carolina Constitution and Sections 4-9-25, 4-9-30, 4-21-10 et. seq., and 6-10-1410 et seq. of the S.C. Code of Laws, 1976.

II. Definitions

For purposes of this ordinance, the following words and phrases have the meanings ascribed to them in this section.

- (1) Attack – means a direct assault against the County, or any part of the State, by forces of a hostile nation, including assault by bombing, chemical or biological warfare, or sabotage.
- (2) City – means the cities of Salem, Seneca, Walhalla, Westminster and West Union.
- (3) Council or County Council – means the County Council of Oconee County, S.C.
- (4) County – means Oconee County, S.C.
- (5) Emergency Management – shall have a broad meaning and shall include preparations against, and relief from, the effects of attack on the County or any part of the State, by the forces of any enemy nation, and it shall also include such activity in connection with natural disaster as defined herein. It shall not include any activity that is the responsibility of the military forces of the United States.
- (6) Emergency Management Director – means the Director of the Emergency Management Division.
- (7) Emergency Services – means offices, stations, equipment and personnel of County Emergency Management, Fire, Rescue and HAZMAT.
- (8) Emergency Services Director – means the Director of the Emergency Services Department.
- (9) Emergency Services District – means the first response area of a specific Emergency Services Station.
- (10) Emergency Services Protection Area – means the unincorporated areas of Oconee County, S.C. and those areas within a municipality where the County and the municipality have agreed for the County to provide a specific service.
- (11) Natural Disaster – means any condition seriously threatening public health, welfare or security as a result of a severe fire, explosion, flood, tornado, hurricane, earthquake or similar natural or accidental cause and which is beyond the control of public or private agencies ordinarily responsible for the relief of such conditions.
- (12) State of Emergency – shall exist when declared by the Governor of the State of South Carolina, or the President of the United States.

(13) **Unincorporated Area** – means the areas of Oconee County located outside the corporate limits of the municipalities of Oconee County, S.C.

(14) **Volunteer** – means contributing service, equipment or facilities to the Emergency Management Department without remuneration or without formal agreement or contract of hire. While engaged in such services, they shall have the same immunities as persons and/or employees of the County performing similar duties.

III. Organization

A. The County Administrator shall hire an Emergency Services Director. The County Administrator and the Emergency Services Director shall establish a Chain of Command for the Emergency Management Division, Fire Division, Rescue Division and Hazard Division.

B. The County Administrator and Emergency Services Director shall establish rules, regulations and standards for each division of the Emergency Services Department and shall implement said rules, regulations and standards within each division.

C. The County Administrator and Emergency Services Director shall develop guidelines adequate to require future public water systems installed in Oconee County to provide sufficient water pressure and devices for fire protection and to recommend to Council such ordinances as may be necessary to enforce said guidelines.

IV. Codes

The Standard Fire Protection Code, 2006 edition, is hereby adopted by County Council as its fire protection code for use in the Emergency Protection Area of Oconee County, South Carolina.

V. Repeal of Prior County Ordinances

Oconee County Ordinance No. 2004-02, an ordinance establishing the Oconee County Rural Fire Commission is hereby repealed.

Oconee County Ordinance No. 80-9, an ordinance establishing the Oconee County Emergency Preparedness Commission is hereby repealed.

Oconee County Ordinance No. 80-13, an ordinance creating the Oconee County Emergency Preparedness Agency is hereby repealed.

VI. Emergency Management Division

A. Administrative Procedures

notify the Emergency Management Director, however, shall not prevent the Emergency Management Director from exercising any authority assigned to him/her by this Ordinance.

Section 3. The Emergency Management Director may at any time appoint or authorize the appointment of volunteer citizens to augment the personnel of a department in time of civil emergency. Such volunteer citizens shall be enrolled as civil emergency volunteers in cooperation with the heads of the county departments affected, and they shall be subject to the rules and regulations set forth by the Emergency Management Director for such volunteers.

Section 4. The Emergency Management Director may appoint volunteer citizens to form the personnel of a Civil Emergency Service for which the County has no counterpart. He/she may also appoint volunteer citizens as Public Shelter Managers who, when directed by the Emergency Management Director shall open public shelters and take charge of all stocks of food, water, and other supplies and equipment stored in the shelter, admit the public according to the Community Shelter Plan and take whatever control measures are necessary for the protection and safety of the occupants.

Section 5. County and Municipal employees assigned to duty as a part of the Civil Emergency Forces pursuant to the provision of this Act shall retain all the rights, privileges, and immunities of employees, and shall receive the compensation incident to their employment.

D. Enforcement and Penalties

Section 1. This Ordinance is an exercise by the County of its governmental functions for the protection of the public peace, health, and safety, and the County or Agents and Representatives of the County, or any individual, receiver, firm, partnership, corporation, association, or trustee, or any of the agents, thereof in good faith carrying out, complying with, or attempting to comply with any order, rule, or regulation promulgated pursuant to the provisions of this Ordinance shall not be liable for any damage sustained to persons or property as a result of such activity.

Section 2. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the County the right to inspect, designate, and use the whole or any part or parts of such real estate or premises for the purposes of sheltering persons during an actual, impending, or threatened enemy attack or during an authorized civil emergency practice exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege, or other permission, or for the loss of, damage to, the property of such person.

Section 3. It shall be unlawful for any person to violate any of the provisions of this Act or the regulations issued pursuant to the authority contained herein, or to willfully obstruct, hinder, or delay any member of the Civil Emergency Organization in

the enforcement of the provisions of this Act or any regulation issued thereunder. Any violation of this section shall be considered as a misdemeanor and shall be punished by a fine of not more than \$500.00 (Five Hundred and no/100 Dollars) or confinement of not more than thirty (30) days.

VII. Oconee County

A. Ordinance 2004-02, an ordinance re-organizing the Oconee County Rural Fire Commission is hereby repealed.

B. The Oconee County Council hereby establishes the Oconee County Emergency Services Protection.

C. Membership:

The membership of the Oconee County Emergency Services Protection Commission shall be five (5) in number, with one member to be appointed by each County Council member from his or her respective district, and approved by the Oconee County Council.

D. Term of Members:

Each member of the Commission shall serve staggered terms and shall serve four-year terms ending on December 31st. The initial term of office for Commissioners appointed by the Council Members from districts 1, 3, 5 shall end on December 31, 2008. The initial term of office for Commissioner appointed by the Council Members from districts, 2, and 4 shall end on December 31, 2010. Hereafter, each Commissioner shall serve a term of four years with said term ending on December 31st.

E. Organization, Meetings and Officers:

The Oconee County Emergency Services Protection Commission shall meet at least bi-monthly at a time and place selected by the membership thereof. Within sixty (60) days of the passage of this ordinance and thereafter, at the January meeting of each year, there shall be selected a Chairman, a Vice-Chairman, and a Secretary, together with such other officers as the Commission may deem necessary. These officers shall serve for one year or until their successors are duly elected and qualified.

In addition, the Emergency Services Protection Commission may adopt such by-laws as it deems necessary for the orderly performance of its duties and functions. Any by-laws which may be adopted by the Commission for the orderly performance of its duties must comply with the general laws of the State of South Carolina, of this ordinance, and all other ordinances of Oconee County, including, but not limited to, the Freedom of Information Act. All meetings shall be open. Notice of the meetings shall be given to the Oconee County Council Clerk, the media and the public.

F. Powers and Duties:

The duties of the Oconee County Emergency Services Protection Commission shall be, inter alia, as follows:

- a) To advise Oconee County Council on matters affecting the operation and activities of the various fire stations and other emergency protection service agencies of the County and to formulate plans and advise upon the operation and maintenance of the fire stations and emergency protection service agencies and their equipment, personnel and training.

The Commission shall submit its advice and counsel in the form of written reports to Council monthly, summarizing the activities, findings and functions of the Commission, together with the agenda for the next meeting, all of which shall be in the hands of the Administrator of the County or his/her designee within a reasonable time.

- b) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern of this Commission.
- c) To prepare plans and recommendations to Oconee County Council in the area of its activity, with recommendations for the implementation of such plans.
- d) To generally advise Oconee County Council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the County government in the field of activity with which the Commission is concerned.
- e) To visit each fire station and rescue squad within the District that the Commissioner represents at least once every three months and have monthly meetings with the fire chief of the fire stations within the District.

Any advice or recommendations to Oconee County Council may be prepared and presented orally by the Chairman of the Commission at a regularly scheduled meeting of Council after due notice for agenda purposes, or in writing forwarded to the Administrator of Oconee County for dissemination to Council members.

Section 6: Salaries and Funding

Each member of the Oconee County Emergency Services Protection Commission shall be paid the sum of one hundred (\$100) dollars per year, plus expenses for out of County travel, as sole compensation. Any expense item or claim for same shall first be approved by the Chairman of the Commission unless the same is made by the Chairman, and submitted for approval and payment to County Council. In no event shall any Member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such Member shall not provide any services, materials,

products, goods or equipment to the County unless the same is sold or offered for sale in accordance with existing County and States purchasing procedures.

APPROVED on FIRST READING this _____ day of _____, 2007, by a vote of:

_____ YES

_____ NO

OPAL O. GREEN, COUNCIL CLERK

APPROVED on SECOND READING this _____ day of _____, 2007, by a vote of:

_____ YES

_____ NO

OPAL O. GREEN, CLERK

APPROVED on THIRD READING this _____ day of _____, 2007, by a vote of:

_____ YES

_____ NO

Frank Ables, Chairman
Oconee County Council

Attest:

OPAL O. GREEN, CLERK

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING: 6/5/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Third and final Reading of Ordinance 2007-08, "AN ORDINANCE ESTABLISHING THE OCONEE COUNTY SPECIAL TAX DISTRICT FOR EMERGENCY SERVICES PROTECTION"

BACKGROUND OR HISTORY:

The purpose of this ordinance is to establish an Oconee County Special Tax District for emergency services protection pursuant to the general police powers of County Council to provide for the public health and welfare of the citizens of Oconee County pursuant to Article 8, Section 17 of the South Carolina Constitution in Section 4-9-30 (5), 4-9-30 (14) and 4-21-210 et Seq. of the SC Code of Laws, 1976.

SPECIAL CONSIDERATIONS OR CONCERNS:

This ordinance provides for training of all personnel to insure the safest and most effective response and so that all equipment can be utilized for the best interests of the Emergency Service Protection area.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends adoption of this ordinance on third and final reading.

FINANCIAL IMPACT:


This ordinance directs the County Auditor to levy annually millage as determined by Council from year to year to be necessary for buildings, maintenance, equipment and operations of a comprehensive and progressive Emergency Services protection plan.

ATTACHMENTS:

Proposed Ordinance 2007-08
Submitted or Prepared By:

Opal O. Green
Department Head/Elected Official

Approved for Submittal to Council:


Phyllis E. Lombard, Interim
Administrator

Reviewed By/Initials:

_____ :County Attorney _____ : Finance

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2007-08

AN ORDINANCE ESTABLISHING THE OCONEE COUNTY SPECIAL TAX DISTRICT FOR EMERGENCY SERVICES PROTECTION.

WHEREAS, the Oconee County Council recognizes the need for Oconee County to provide Emergency Services Protection, including, but not limited to, fire protection, rescue squads, and Hazmat services, to its citizens; and

WHEREAS, the Oconee County Council believes that increased County involvement in Emergency Services Protection is necessary in order to improve Emergency Services county wide; and

WHEREAS, the Oconee County Council believes that a supplemental funding source is needed to provide additional funding for these services;

THEREFORE, BE IT ORDAINED BY COUNCIL, DULY ASSEMBLED AND VOTING, WITH QUORUM PRESENT, AND UPON THIRD AND FINAL READING, the following:

I. Establishment of a Special Tax District for Emergency Services Protection.

The Oconee County Special Tax District for Emergency Services Protection is hereby established. There shall be levied annually by the Auditor of Oconee County and collected by the Treasurer of Oconee County an ad-valorem tax on all taxable property located within the unincorporated areas of Oconee County in an amount as determined by County Council from year to year to be necessary for buildings, maintenance, equipment and operations of a comprehensive and progressive Emergency Services protection system for the ensuing fiscal year. All monies collected by the Treasurer of Oconee County pursuant to the authorization contained herein shall be used solely for the purpose of buildings, maintenance and operations of fire protection services, rescue squad services and Hazmat services in the Emergency Services Protection Area. This ordinance is adopted pursuant to County Council's general police powers to provide for the public health and welfare of the residents of Oconee County and specifically pursuant to Article 8, Section 17 of the South Carolina Constitution and Sections 4-9-30 (5), 4-9-30 (14) 4-21-10 et. seq., and 6-11-1410 et. seq. of the S.C. Code of Laws, 1976.

II. Definitions

For purposes of this ordinance, the following words and phrases have the meanings ascribed to them in this section.

- (1) Council or County Council – means the County Council of Oconee County, S.C.
- (2) County – means Oconee County, S.C.
- (3) Emergency Services District – means the first response area of a specific Emergency Services Station.
- (4) Emergency Services Protection Area – means the unincorporated areas of Oconee County, S.C. and those areas inside municipalities of Oconee County where the County and municipality have agreed for the County to provide a specific Emergency Service.
- (5) Emergency Services Protection System – means the fire protection, rescue services and Hazmat Services.
- (6) Unincorporated Area – means the areas of Oconee County located outside the corporate limits of the municipalities of Oconee County, S.C.

III. Powers of County Council of Oconee County.

The Oconee County Council shall be empowered as follows:

- (1) To establish, operate and maintain a system of Emergency Services Protection within the Emergency Services Protection Area.
- (2) To buy such firefighting and rescue equipment as it deems necessary for responding to fires and rescue incidents within the Emergency Services Protection Area.
- (3) To select sites for construction of necessary facilities to house equipment and personnel authorized herein to provide an adequate Emergency Services protection system, including replacing any existing facilities as needed.
- (4) To authorize the County Administrator to employ (hire or appoint) an Officer to direct and lead the Emergency Services Department and such other personnel that are required. The County Administrator shall provide a budget in which the compensation of the Officers and employees are to be set.
- (5) To provide for the training of all personnel to insure the safest and most effective response and so that all equipment can be utilized for the best interests of the Emergency Service Protection Area.

APPROVED on FIRST READING this ___ day of ___, 2007, by a vote of:

___ YES

___ NO

OPAL O. GREEN, COUNCIL CLERK

APPROVED on SECOND READING this ___ day of ___, 2007, by a vote of:

___ YES

___ NO

OPAL O. GREEN, COUNCIL CLERK

APPROVED on THIRD READING this ___ day of ___, 2007, by a vote of:

___ YES

___ NO

XXXXX, Chairman
Ocoee County Council

Attest:

OPAL O. GREEN, CLERK

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7 pm

ITEM TITLE OR DESCRIPTION:

Consideration of Draft Road Naming and Addressing Ordinance

BACKGROUND OR HISTORY:

The E-911 Addressing Office was recently transferred into the Planning Division from Information Technology. As part of assimilating the office and its operations, the Planning Department undertook a review of the existing E-911 Addressing Ordinance to ensure compliance with all state requirements, and to look for ways to increase efficiency in the Addressing Office. The findings of the review indicated that the existing ordinance (which contains both funding requirements and road naming and addressing standards) should be streamlined; any funding matters governed under the Budget and Control Board section of state code should be appropriately amended and remain in the existing ordinance, and all issues controlled by the State Planning Act (road naming and addressing) should be removed and put in a separate ordinance. In addition, formal policies and procedures governing road naming and addressing should be established, and, in line with state regulations, placed within the purview of the Planning Commission.

SPECIAL CONSIDERATIONS OR CONCERNS:

If the proposed draft is approved, the existing E-911 Ordinance will need to be amended to reflect the existence of the new Road Naming and Addressing Ordinance prior to final reading; also, as E-911 funding involves contractual obligations, the County Attorney will need to review all final versions to ensure that no unintended negative impacts ensue.

STAFF RECOMMENDATION:

Adopt the proposed Road Naming and Addressing Ordinance on First Reading.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

Copy of the Draft Road Naming and Addressing Ordinance

Submitted or Prepared by:
Art Holbrook

(Department Head/Elected Official)

Approved By:

Phyllis Lombard
Interim Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

**OCONEE COUNTY COUNCIL
ORDINANCE NO 2007-00
ROAD NAMING AND ADDRESSING ORDINANCE
OF OCONEE COUNTY, SOUTH CAROLINA**

SECTION 1. - NAME

The name of this ordinance shall be the "Oconee County Road Naming and Addressing Ordinance".

SECTION 2.-PURPOSE AND INTENT

It is the purpose of this ordinance to enhance efficient emergency response and further the orderly development of Oconee County by establishing standards for the naming of roads and assigning addresses to structures, and to provide for the creation of office policies and procedures to assist the staff in implementing these standards.

SECTION 3.-AUTHORITY

This ordinance is adopted pursuant to provisions of SC Code 1976 Title 23, Chapter 47; and Title 6, Chapter 29 of the South Carolina State Code of Laws.

SECTION 4.- JURISDICTION

This ordinance shall apply to all areas within the boundaries of Oconee County that are designated by the State of South Carolina to be the responsibility of Oconee County in the naming of roads and addressing.

SECTION 5.- FINDING OF FACTS

Whereas, Oconee County Council desires to provide the citizens of Oconee County efficient emergency response; and

Whereas, efficient emergency response is aided by the proper naming of roads and assignment of unique, easily identifiable E-911 addresses; and

Whereas, all citizens benefit from an orderly and well-planned addressing and road naming system; and

Whereas, the State of South Carolina mandates that the Oconee County Planning Commission approve and authorize the names of all roads within the jurisdiction of Oconee County;

Therefore, Oconee County Council hereby establishes and adopts the following standards to regulate the assignment of road names and addresses, and to establish

penalties such as are necessary to discourage activities that impair effective implementation of this ordinance.

SECTION 6.-ROAD NAMING

A. The Oconee County Planning Commission shall approve and authorize road names pursuant to §6-29-1200 and §23-47-60 of the South Carolina Code of Laws. To this end, the Planning Commission may establish policies and procedures as necessary to enable staff to carry out this directive in the most efficient and equitable manner possible.

B. All policies and procedures governing road naming shall be contained in a public document entitled, "*Oconee County Road Naming and Addressing Policies*", which may be amended by the Oconee County Planning Commission from time to time as necessary.

C. The Oconee County Planning Commission shall maintain a master list of a road names assigned in Oconee County.

D. Appropriate fees may be established by resolution of County Council from time to time to cover costs related to road naming.

SECTION 7.-ROAD SIGNAGE

A. All road signage shall meet the standards put forth in the Federal Highway Administration's Manual of Uniform Traffic Control Devices, and policies outlined in the "*Oconee County Road Naming and Addressing Policies*".

B. Appropriate fees may be established by resolution of County Council from time to time to cover costs related to road signage.

C. All costs associated with the installation of signage in a new subdivision shall be borne by the developer/owner.

D. All costs associated with changing signage on an existing road for non-emergency related reasons shall be paid by the party initiating the change.

SECTION 8.-ADDRESSING AND NUMBERING

A. A uniform system of assigning address numbers for properties, principal buildings, and other structures shall be implemented in conformance to §23-47-60 of the South Carolina Code of Laws.

B. All addresses assigned after the adoption of these standards shall be unique within the jurisdiction of these regulations, and comply with the standards put forth in the *Oconee County's Road Naming and Addressing Policy*.

C. Addresses existing at the time of the adoption of these standards may be changed as necessary to provide for an efficient emergency response, and to accomplish the purpose and intent of state regulations and this ordinance. Any address found to present a potential threat to the health, safety and welfare of the public shall be changed as soon as is practicable.

D. Written notification of assigned addresses shall be provided to the owner, occupant, or agent of each building in all instances of new or changed addresses.

E. Assigned addresses shall be displayed in such a manner as to meet all applicable state and local standards.

SECTION 9.-APPEALS

Appeals to a decision made by Oconee County addressing staff must be submitted in writing to the Planning Director, and must indicate the specific reason for the appeal. The Planning Director shall forward all appeals to the Planning Commission, who shall act on the appeal pursuant to the standards established in Title 6 Chapter 29 of the South Carolina Code of Laws.

SECTION 10.-ADMINISTRATION AND IMPLEMENTATION

The Oconee County Addressing Office shall assign all addresses issued in Oconee County pursuant to state regulations and the standards contained in this ordinance. The Addressing Office shall be the sole party authorized to issue addresses within the jurisdiction of this ordinance.

Every owner, agent, or other responsible party of each house, building or other addressed structure shall display the correct address in such a manner as is necessary to meet the standards put forth in this ordinance. Specific guidelines related to displaying addresses shall be available from the Addressing Office.

SECTION 11.-ENFORCEMENT

No building permit, land use permit, or other county-sanctioned authorization shall be issued for any building, structure, development or other usage until appropriate addresses have been assigned.

Final approval of any structure erected, repaired, altered, or modified after the effective date of this Ordinance shall be withheld by the Building Official until such time as the appropriate address has been properly posted.

Failure to post and maintain appropriate signage or addressing as required by this ordinance shall be considered a violation of these regulations, and may subject the owner, agent or responsible party to all penalties proscribed herein.

SECTION 12.-VIOLATIONS AND PENALTIES

A. Failure to Obtain or to Post Addresses

Failure by an owner, agent, or responsible party to obtain an appropriate E-911 address, or to knowingly place an incorrect address in such a manner other than is provided for by this ordinance, shall constitute a violation of this Ordinance. The owner, agent, or responsible party shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not more than fifty (50) dollars or imprisoned for a term not to exceed thirty days. Each day that the said violation continues to exist, shall constitute a separate offense.

B. Tampering with Street Signs, Posting Illegal Street

Removing or defacing a street name sign in any manner, placing a street name sign in any location not approved for such by the Oconee County Roads Department, or being found in possession of a stolen street sign shall constitute a violation of this Ordinance. Any person found in violation shall pay all cost associated with the replacement or repair of the signs, and shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not less than two hundred and fifty (250) dollars per offense or imprisoned for a term not to exceed the authority of the Magistrate's Court.

C. Removing or Defacing Numbers

Any person who unlawfully removes, defaces, marks, changes, destroys or renders an existing posted address number, or road number unreadable in any manner shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined or imprisoned for a term not to exceed the authority of the Magistrate's Court.

SECTION 13.-VALIDITY AND SEVERABILITY

Should any section of this Ordinance be declared unconstitutional for any reason, such declaration shall not affect the validity of the Ordinance as a whole in any part thereof which is not specifically declared to be unconstitutional.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7 p.m.

ITEM TITLE OR DESCRIPTION:

Ordinance 2007-??, An Ordinance creating the Oconee County Parks, Recreation and Tourism Commission, and repealing Ordinance 2004-26, an Ordinance creating the Oconee County Parks and Tourism Commission, and repealing Ordinance ??, an Ordinance creating the Oconee County Recreation Commission.

BACKGROUND OR HISTORY:

At the recommendation of the PRT Director and upon approval of County Council, the Parks and Tourism Commission and the Recreation Commission shall be restructured to become the Parks, Recreation and Tourism Commission.

SPECIAL CONSIDERATIONS OR CONCERNS:

The current members of the Parks and Tourism Commission shall be retained as the new Parks, Recreation and Tourism Commission.

STAFF RECOMMENDATION:

Staff recommends Council approve the restructuring of the Parks and Tourism Commission and the Recreation Commission into the new Parks, Recreation and Tourism Commission, and the attached Ordinance.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Proposed Ordinance to create the Oconee County Parks, Recreation and Tourism Commission

Submitted or Prepared By:

Phil Shirley
Department Head/Elected Official

Approved for Submittal to Council:


Phyllis E. Lombard, Interim County Administrator

Reviewed By/ Initials:

_____ County Attorney
_____ Finance
_____ Other

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

OCONEE COUNTY COUNCIL ORDINANCE NO. 2007-?

AN ORDINANCE CREATING THE OCONEE COUNTY PARKS, RECREATION AND TOURISM COMMISSION, AND REPEALING ORDINANCE 2003-26, AN ORDINANCE CREATING THE OCONEE COUNTY PARKS AND TOURISM COMMISSION, AND REPEALING ORDINANCE 2003-27, AN ORDINANCE CREATING THE OCONEE COUNTY RECREATION COMMISSION.

BY OCONEE COUNTY COUNCIL, in session, duly assembled and with a quorum present and voting.

BE IT ORDAINED:

Section 1: Name, Purpose, Effective Date.

This Ordinance shall be known, in addition to the number, as "An Ordinance Creating the Oconee County Parks, Recreation and Tourism Commission, Repealing Oconee County Ordinance No. 2003-26, an Ordinance Creating the Oconee County Parks and Tourism Commission, and Repealing Oconee County Ordinance 2003-27, an Ordinance Creating the Oconee County Recreation Commission, and shall be effective upon third and final reading.

The purpose of the Ordinance is to create the Oconee County Parks, Recreation and Tourism Commission, by renaming the existing Oconee County Parks and Tourism Commission with the duties and authorities herein provided, and eliminate the Oconee County Recreation Commission.

Section 2: Membership.

The membership of the Oconee County Parks, Recreation and Tourism Commission shall be the existing members of the Parks and Tourism Commission, six (6) in number, selected and appointed by a majority vote of the membership of Oconee County Council voting in council duly assembled, with one (1) member being selected from each of the five Council Districts in existence and as delineated at the time of the adoption of the Ordinance, and one (1) member appointed by the Chief Administrative Officer of Oconee County. PROVIDED, HOWEVER, if after an appointment of a member to represent a particular Council District of Oconee County to this Commission, such District is altered then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. PROVIDED, FURTHER, HOWEVER, if or in the event the County be further divided into additional Districts, additional appointments of members to the Commission to

represent the newly created District may be made by County Council without further action.

Should any member of this Commission move and establish residence outside the County or the District where such member was residing at the time of the appointment to this Commission, such moving shall constitute a resignation by the member and a replacement member(s) shall be appointed to fill the unexpired term of the such resigned member.

Section 3. Term of Members.

Each member shall serve for a term of four (4) years, EXCEPT that the initial term of those members selected to represent Districts Two (2), Five (5), and Four (4) shall be for a period of two (2) years, and for Districts One (1), and Three (3) shall be for a period of four (4) years, and thereafter all members shall serve for a four (4) year term or until their successors in office are duly appointed.

If or in the event any member of the Commission shall fail to attend fifty (50%) percent of the regularly scheduled meetings within a period of twelve (12) calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the Oconee County Council. PROVIDED, HOWEVER, if such absences are excused by the Chairman of the Commission and/or the Chief Administrative Officer of Oconee County, then this provision may be waived.

Members of the Oconee County Parks, Recreation and Tourism Commission may be removed at any time by majority vote of the Oconee County Council for cause.

Section 4. Organization, Meeting, Officers.

The Oconee County Parks, Recreation and Tourism Commission shall meet at least once a month, at a time and place selected by the membership thereof, excepting that upon vote of the majority of its members, meetings for June and July may be suspended or waived.

At the January meeting of each even-numbered year, there shall be elected a Chairman, a Vice Chairman and a Secretary, together with such other officers as the Commission may deem necessary, and these officers shall serve for a period of two (2) years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.

In addition, the Commission may duly adopt such By-Laws as may be necessary for the orderly performance of its duties and functions. And By-Laws which may be adopted by the Commission for the orderly performance of its duties shall comply with the provisions of the general law of the State of South Carolina and of this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.

Section 5: Powers and Duties

The duties of the Oconee County Parks, Recreation and Tourism Commission shall be as follows:

- a) To advise Oconee County Council on any matter affecting the County Parks, Recreation and Tourism department, with emphasis on the promotion of Parks, Recreation and Tourism, and the encouragement of tourism in the County. Such advice shall be made in the form of a written report to Council, monthly, summarizing the activities, findings and functions on the Commission, together with the agenda for the next meeting, all of which shall be in the hands of the Administrator of Oconee County or his designee within a reasonable time. In no event, however, shall this Commission enter into any contracts, contractual obligations, employment of personnel, and purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without prior written consent, affirmation and authorization of Oconee County Council. In any event, the power and authority to enter into any contract binding Oconee County is vested with and shall remain in the Chief Administrative Officer of Oconee County and the Oconee County Council and is not herein delegated to this Commission.
- b) To participate in the formulation of the budget and budgetary appropriations affecting the areas of concern for this Commission.
- c) To prepare plans and recommendations to Oconee County Council in the area of its activity, with recommendations for the implementation of such plans.
- d) To advise and recommend the employment of County employees to County Council, whose employment is within the area and scope of its activities.
- e) To generally advise Oconee County Council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the County government in the field of activity with which the Commission is concerned.

Any advice or recommendations to Oconee County Council may be prepared and presented orally by the Chairman of the Commission or the Parks, Recreation and Tourism Director at a regularly scheduled meeting of Council after due notice for agenda purposes, or in writing forwarded to the Chief Administrative Officer of Oconee County for dissemination to Council members.

Section 6: Salaries and Funding

Each member of the Oconee County Parks, Recreation and Tourism Commission shall be paid the sum of one hundred (\$100.00) dollars per year, plus expenses for out of County travel as sole compensation. Any expense item or claim for same shall be first approved by the Chairman of the Commission unless the same is made by such Chairman and submitted for approval and payment to the County Council. In no event shall any member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such member shall not provide any services, materials, products, goods or equipment to the County unless the same is sold or offered for sale in accordance with existing County and State purchasing procedures.

In the event that a member of the Commission is a permanent employee of Oconee County, he shall not be entitled to any additional compensation by reason of such service to the Commission.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 5, 2007
COUNCIL MEETING TIME: 7 p.m.

ITEM TITLE OR DESCRIPTION:

An Ordinance amending Ordinance 2004-16; an Ordinance amending Ordinance 2002-14; **An Ordinance for the Purpose of Establishing a local Accommodations Tax to apply to all Accommodations located in Oconee County.**

BACKGROUND OR HISTORY:

The definition of Accommodations shall be clarified to include bed and breakfast facilities, and the distribution of the Local Accommodations Tax Fund shall be restructured to follow the new PRT Commission.

SPECIAL CONSIDERATIONS OR CONCERNS:

Upon approval of the attached Ordinance, the Local Accommodations Tax Fund shall be distributed as follows: Twenty five (25%) percent distributed to the Arts and Historical Commission and Seventy five (75%) percent to the Parks, Recreation and Tourism Commission for the following purposes: (1) tourism-related buildings, including, but not limited to, civic centers, museums, and aquariums; (2) cultural, recreational or historical facilities, including, but not limited to, the maintenance and operations thereof; (3) beach access and renourishment; (4) highways, roads, streets and bridges providing access to tourism destinations; (5) advertisements and promotion of Oconee County and related to tourist development; or (6) water and sewer infrastructure to serve tourism-related demand. All expenditures must be approved by County Council.

The existing balance of the twenty five (25%) percent Local Accommodations Tax fund shall be distributed to the Arts and Historical Commission. This balance, along with all future twenty five (25%) percent Local Accommodations Tax funds, shall be distributed annually in grants to the Arts and Historical Community which increases the ability of the grant recipient to provide for tourists, as described in the above guidelines. All expenditures must be approved by County Council.

The existing balance of the seventy five (75%) percent Local Accommodations Tax fund, with exception of two hundred thousand (\$200,000) dollars to be set aside as "Tourism Project Funds", shall be distributed to the Parks, Recreation and Tourism Commission. This balance, along with all future seventy five (75%) percent Local Accommodations Tax funds, shall be used for the promotion of Oconee County and the Parks, Recreation and Tourism department, as described in the above guidelines.

Each Commission shall make recommendations as to the expenditure of their distributed funds to Oconee County Council. All expenditures must be approved by Oconee County Council.

STAFF RECOMMENDATION:

Approval of the Amended Ordinance

FINANCIAL IMPACT:

See above description

ATTACHMENTS:

Proposed Amended Ordinance

Submitted or Prepared By:

Phil Shirley

Director of Parks, Recreation and Tourism

Approved for Submittal to Council:



Phyllis E. Lombard,
Interim County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

**OCONEE COUNTY COUNCIL
ORDINANCE 2007-??**

AN ORDINANCE AMENDING ORDINANCE 2004-16, AN ORDINANCE AMENDING ORDINANCE 2002-14, AN ORDINANCE AMENDING ORDINANCE 2001-05, AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING A LOCAL ACCOMMODATIONS TAX TO APPLY TO ALL ACCOMMODATIONS LOCATED IN OCONEE COUNTY.

BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL, in session, duly assembled with a quorum present and voting, that Ordinance 2002-14, Section 1a, is hereby amended to read as follows:

Section 1: Definition.

- a. "Accommodations" is defined as any rooms (excluding meeting and conference rooms), campground spaces, lodgings, or sleeping accommodations furnished to transients by a hotel, inn, tourist court, tourist camp, bed and breakfast, motel, campground, residence, or any other place in which rooms, lodgings or sleeping accommodations are furnished to transients for consideration within the County. The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person or persons for a period of ninety (90) continuous days or more are not considered proceeds from transients.

And

BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL, in session, duly assembled with a quorum present and voting that Ordinance 2004-16, an Ordinance amending 2002-14, Section 5, is hereby amended to read as follows:

The County Council shall distribute the Local Accommodations Tax collected and placed in the "County of Oconee Local Accommodations Tax Special Revenue Fund" to be used for tourism related capital projects, the support of tourism and tourist services in a manner that will best serve the tourists from whom it was collected including being pledged as security for indebtedness issued by the County for public purposes. It shall be the responsibility of the County Council to ensure that any and all money expended from the "County of Oconee Accommodations Tax Special Revenue Fund" should be distributed in accordance with South Carolina law and this Ordinance as follows:

Twenty five (25%) percent shall be distributed to the Arts and Historical Commission and Seventy five (75%) percent shall be distributed to the Parks, Recreation and Tourism Commission for the following purposes:

- (1) tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums; (2) cultural, recreational or historical facilities, including, but not limited to the maintenance and operations thereof; (3) beach access and renourishment; (4) highways, roads, streets and bridges providing access to tourism destinations; (5) advertisements and promotion of Oconee County and related tourist development; or (6) water and sewer infrastructure to serve tourism-related demand. All expenditures must be approved by County Council.

The existing balance of the twenty five (25%) percent Local Accommodations Tax Fund shall be distributed to the Arts and Historical Commission and this balance, along with all future twenty five (25%) percent Local Accommodations Tax Funds shall be distributed annually in grants to the Arts and Historical Community that increases the ability of the grant recipient to provide for tourism, as described in the above guidelines. All expenditures must be approved by County Council.

The existing balance of the seventy five (75%) percent Local Accommodations Tax Fund, with exception of two hundred thousand (\$200,000) dollars to be set aside as "Tourism Project Funds", shall be distributed to the Parks, Recreation and Tourism Commission, and this balance, along with all future seventy five (75%) percent Local Accommodations Tax Funds shall be used for the promotion of Oconee County and the Parks, Recreation and Tourism Department, as described in the above guidelines.

Each Commission shall make recommendations as to the expenditure of their distributed funds to Oconee County Council. All expenditures must be approved by Oconee County Council.